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Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

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"To Enrich Lives Through Effective And Caring Service"

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November 12, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SUCCESSOR MEMORANDA OF UNDERSTANDING FOR
BARGAINING UNITS 323 (INTERNS AND RESIDENT PHYSICIANS); 331 (HEALTH
INVESTIGATIVE AND SUPPORT SERVICES); 614 (CRIMINALISTS); 631/632 (CORONER
INVESTIGATORS AND SUPERVISING CORONER INVESTIGATORS); 703 (PROBATION
DIRECTORS); 725 (SUPERVISING CHILD SUPPORT OFFICERS); AND 821 (AGRICULTURAL
WEIGHTS AND MEASURES INSPECTORS)
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Approve the successor Memoranda of Understanding (MOUs) for Bargaining Units 323 (Interns and Resident Physicians); 331 (Health Investigative and Support Services); 614 (Criminalists); 631/632 (Coroner Investigators and Supervising Coroner Investigators); 703 (Probation Directors); 725 (Supervising Child Support Officers); and 821 (Agricultural Weights and Measures Inspectors).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor MOU for Bargaining Unit 323 between the County of Los Angeles and Committee of Interns and Residents, an Affiliate of the Committee of Interns and Residents, SEIU;
2. Approve the accompanying successor MOU for Bargaining Unit 331 between the County of Los Angeles and the Los Angeles County Association of Environmental Health Specialists;
3. Approve the accompanying successor MOUs for Bargaining Units 614 and 631/632 between the County of Los Angeles and the Los Angeles County Professional Peace Officers Association;

4. Approve the accompanying successor MOU for Bargaining Unit 703 between the County of Los Angeles and Local 1967, American Federation of State, County, and Municipal Employees;
5. Approve the accompanying successor MOU for Bargaining Unit 725 between the County of Los Angeles and AFSCME Council 36, Local 1083, Supervising Child Support Officers;
6. Approve the accompanying successor MOU for Bargaining Unit 821 between the County of Los Angeles and Local 830, American Federation of State, County, and Municipal Employees; and
7. Instruct the Auditor-Controller to make all payroll system changes necessary to implement the changes in the agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

1. Provide the terms and conditions of each of the aforementioned MOUs for two (2) years, October 1, 2013, through September 30, 2015, for Bargaining Units 323 (Interns and Resident Physicians); 331 (Health Investigative and Support Services); 614 (Criminalists); 631/632 (Coroner Investigators and Supervising Coroner Investigators); 703 (Probation Directors); 725 (Supervising Child Support Officers); and 821 (Agricultural Weights and Measures Inspectors).
2. Provide for a salary cost of living increase of 6% (24 levels) with 2% effective October 1, 2013, 2% effective October 1, 2014, and 2% effective April 1, 2015.

Implementation of Strategic Plan Goals

The actions recommended in this letter promote workforce excellence by providing for a County's wage and benefit structure that is financially responsible.

FISCAL IMPACT/FINANCING

The salary cost of living increases for the term of the aforementioned contracts has been factored into the county budget for FY 2013-2014.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying amendments have been approved as to form by the County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

The Honorable Board of Supervisors

11/12/2013

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:JA

RM:rl

Enclosures

c: Auditor Controller
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
INTERNS AND RESIDENT PHYSICIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 12th day of
November, 2013,

BY AND BETWEEN

Authorized Management Representatives (hereinafter
referred to as "Management") of the County of
Los Angeles (hereinafter referred to as "County")

AND

COMMITTEE OF INTERNS AND RESIDENTS, AN
AFFILIATE OF THE COMMITTEE OF INTERNS AND
RESIDENTS/SEIU, (AKA INTERNS AND RESIDENTS
ASSOCIATION OF LOS ANGELES COUNTY-
UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL
CENTER; INTERNS AND RESIDENTS ASSOCIATION
OF THE LOS ANGELES COUNTY HARBOR
GENERAL HOSPITAL; (hereinafter referred to as
"CIR")

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ARTICLE 1 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Committee of Interns and Residents/SEIU (a.k.a. Interns and Residents Association of Los Angeles County - University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor- UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) was certified on April 4, 1973, by County's Employee Relations Commission (Employee Relations Commission Docket No. R-121-72) as the majority representative of County employees in the Intern and Resident Physicians Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Employee Relations Commission.

Management hereby recognizes the Committee of Interns and Residents/SEIU (aka Interns and Residents Association of the Los Angeles County-University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor- UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) as the certified majority representative of the employees in said Unit.

Section 2. Exclusive Recognition

Management agrees that it shall recognize CIR as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended and CIR has shown it has met the requirements of any such new rules.

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding.
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be null and void.

Implementation shall be effective as of the date approved by the Board of Supervisors.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, the party shall serve upon the other during the period from June 1 through June 15, 2015, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding. Both parties to this Memorandum of Understanding shall provide their full and complete proposals regarding this Memorandum of Understanding to the other no later than July 15, 2015. Negotiations shall commence no later than July 15, 2015.

The parties agree that the terms and conditions of the MOU shall remain in full force and effect until CIR or Management gives ten day's notice of its intention to terminate said MOU at a date after its expiration pursuant to Article 3, "Term."

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the CIR and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

No bargaining unit member shall face intimidation or retaliation for exercising their right to participate in union activities or for seeking union representation for the purpose of grievance or defense in a disciplinary action.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, citizenship, place of medical education, political or religious opinions or affiliations, sexual orientation, or disabilities or other factors not directly related to successful performance of the job.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in this Unit on the effective dates indicated below:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4757	DENTAL INTERN	CURRENT	F			3663.05
		10/01/2013	F			3736.31
		10/01/2014	F			3811.04
		04/01/2015	F			3887.26
4760	DENTAL RESIDENT(1ST YEAR)	CURRENT	F			4098.08
		10/01/2013	F			4180.04
		10/01/2014	F			4263.64
		04/01/2015	F			4348.91
4760	DENTAL RESIDENT(2ND YEAR)	CURRENT	F			4440.34
		10/01/2013	F			4529.15
		10/01/2014	F			4619.73
		04/01/2015	F			4712.12
4760	DENTAL RESIDENT(3RD YEAR)	CURRENT	F			4784.95
		10/01/2013	F			4880.65
		10/01/2014	F			4978.26
		04/01/2015	F			5077.83
5408	PHYSICIAN, POST GRADUATE(1ST YEAR)	CURRENT	F			3663.05
		10/01/2013	F			3736.31
		10/01/2014	F			3811.04
		04/01/2015	F			3887.26
5411	PHYSICIAN, POST GRADUATE(2ND YEAR)	CURRENT	F			4098.08
		10/01/2013	F			4180.04
		10/01/2014	F			4263.64
		04/01/2015	F			4348.91
5411	PHYSICIAN, POST GRADUATE(3RD YEAR)	CURRENT	F			4440.34
		10/01/2013	F			4529.15
		10/01/2014	F			4619.73
		04/01/2015	F			4712.12
5411	PHYSICIAN, POST GRADUATE(4TH YEAR)	CURRENT	F			4784.95
		10/01/2013	F			4880.65
		10/01/2014	F			4978.26
		04/01/2015	F			5077.83

5411	PHYSICIAN, POST GRADUATE (5TH YEAR)	CURRENT	F	5120.29
		10/01/2013	F	5222.70
		10/01/2014	F	5327.15
		04/01/2015	F	5433.69
5411	PHYSICIAN, POST GRADUATE (6TH YEAR)	CURRENT	F	5467.21
		10/01/2013	F	5576.55
		10/01/2014	F	5688.08
		04/01/2015	F	5801.84
5411	PHYSICIAN, POST GRADUATE (7TH YEAR)	CURRENT	F	5793.30
		10/01/2013	F	5909.17
		10/01/2014	F	6027.35
		04/01/2015	F	6147.90

2 percent effective October 1, 2013

2 percent effective October 1, 2014

2 percent effective April 1, 2015

Section 2. Physician Service Assignments

- A. A Physician, Post Graduate, shall have the approval of his Chief of Service to participate in Physician Service Assignments.
- B. The Chief of Service shall not unreasonably withhold approval.
- C. These assignments shall be limited to 96 hours per month.
- D. There shall be no substantial change in the current practice of Physician Service Assignments.

If there is a substantial change it will be subject to the meet and confer in good faith process.

- E. Physicians, Post Graduate II or higher performing in a "Physicians Service Assignment" shall receive the remuneration established in the Physician Pay Plan of the Los Angeles County Code.

Section 3

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4.

Members of this bargaining unit will advance along a predictable progression of Physician Post-Graduate years, one year for every year of training in an accredited training program. The members will receive the salary associated with the PPG level of their primary training program. Individuals who transfer into another primary training program or select a secondary training program will receive that salary that is identified with the entry level of that specific training program as determined by management. Under no circumstances will a resident be paid higher than PPG - VII, as identified in this Memorandum of Understanding.

All residents in the LAC+USC six-year Oral and Maxillofacial surgery Program will be paid at the PGY 3 level in their fifth year of training and advance to the PGY 4 level in their sixth year of training.

Section 5.

In cases where a member of this bargaining unit, who is in an accredited training program, is requested or recruited to function in a Chief Resident position, the Physician Post-Graduate shall receive a bonus of \$265.00 for each full month, not to exceed 12 months, served in this position. The bonus shall be paid in one lump sum at the conclusion of the assignment. To qualify for this bonus the Chief Resident must perform functions including but not limited to: scheduling, clinical supervision and education of Physician Post-Graduates involved in a training program and not simply as a requirement of the program.

Section 6.

It is understood that in some departments' physicians that complete resident training continue on physician post-graduate items to supervise residents still in training. The Department of Health Services will continue to pursue the appropriate allocation and funding of these non-resident items.

ARTICLE 7 QUALITY PATIENT CARE FUND

In recognition of Residents foregoing pay raises in a previous contract, the Department of Health Services, and Chief Executive Office will recommend to the Board of Supervisors that a fund, to be identified as the CIR Quality Patient Care Fund, be established within the Department of Health Services effective on the date of Board approval of this Agreement. The amount of the CIR Quality Patient Care Fund will be \$2,200,000 each year for fiscal years 2013-2014 and 2014-2015. The \$2,200,000 will be appropriated by relative employee size of the two institutions as follows:

\$1,210,000 for the use of LAC+USC Medical Center house staff; and \$990,000 for the use of Harbor/UCLA Medical Center. All funds must be spent in the fiscal year of allocation.

In the event the Martin Luther King Jr. facility becomes a teaching institution for County interns and residents, the parties will meet to discuss a reconfiguration of the \$2,200,000 appropriation of the Quality Patient Care Fund to include the Martin Luther King, Jr. facility.

This fund shall be inviolate and free from assessments, freezes, impounds or deferrals, and may be used only for improved quality of patient care.

The Director of the Department of Health Services shall have direct control of the fund. During the term of this Memorandum of Understanding, all of the committees provided

in 2 and 3 below shall meet as a "Steering Committee" and by mutual agreement allocate funds to the institutional level, taking cognizance of all recommendations.

Funds allocated to the institutional level will be administered as follows:

1. Authority to commit and expend the funds will be vested in the institutional administrators.
2. The institutional administrator shall appoint a "Team." Medical Directors, physician service chiefs and director of patient care services may be appointed to this Team. This Team shall not exceed five in number.
3. Interns and Residents at each institution shall convene and designate a "Team". This Team shall not exceed five in number.
4. When issues involve Preventive Health, Mental Health, Nursing and Ambulatory Care needs, representatives from these areas shall participate in the discussions.
5. Mutual agreement of the teams at each institution listed in 2 and 3 shall be required to initiate the authority to expend as provided in 1 above.

6. The CIR shall submit its list of requested patient care equipment for that fiscal year to the institutional Chief Medical Officer by February 28. By meeting this due date, it shall be deemed that the CIR has met the requirements for committing the allocation to the Patient Care Fund. The institution shall, within 30 days from the date of receipt, discuss problem requests with the CIR. Where the County is able to obtain equipment for less than the CIR's initial estimate, Management and CIR shall, as soon as possible, mutually agree to spend the savings.

If CIR fails to meet this due date, the institution allocation shall be transferred to the institution administrator to purchase patient care equipment.

7. The CIR shall obtain estimates and information only, and shall not commit or negotiate prices, services agreements, or training costs with vendors. The items recommended shall be processed through the County's normal County purchasing procedures.

The Los Angeles County - USC Medical Center, Harbor - UCLA Medical Center and Martin Luther King, Jr.-Drew Medical Center will provide a monthly Patient Care Fund status report, utilizing the King-Drew Medical Center report format, to the President of the Interns and Residents at each hospital, the Patient Care Fund Vice-President at each hospital and to the designated representative of the CIR.

ARTICLE 8 BENEFITS

Section 1.

Interns and Residents will be provided the same benefits as other temporary employees with respect to Life Insurance, Health Insurance, Dental Insurance, Bereavement Leave, Sick Leave, Workers' Compensation, Jury Duty Leave, Witness Leave, Military Leave, and Civil Service Examination Leave at the level agreed to by the County and the Coalition of County Employee Unions in the Memorandum of Understanding entered into on December 16, 2003 regarding the Fringe Benefits.

Section 2

Pre-existing benefits or conditions including but not limited to, meals, uniforms, laundry of uniforms, parking and malpractice insurance coverage shall remain at the same level as provided the Interns and Residents on June 30, 1983 during the term of this agreement.

Notwithstanding the above, the County will:

1. Discontinue paying installation charges for private individual telephones to Interns/Residents who live in the dormitory.
2. Allow telephone instruments at King - Drew Medical Center dormitory that provide centrex service to remain. However, the County will add a "limiter" that prevents outside calls.

3. Discontinue free County hospital care to Interns/Residents and families.
4. Discontinue providing laundry service for personal clothing of Interns/ Residents and their families.

Section 3.

Upon request from CIR/SEIU, the County shall provide the list of incoming interns, residents and fellows by May 1st each year of this agreement. The list shall include contact information for those Interns that have gone through the process of the National Residency Match Program and the Residents who have matched to County training programs to date. The contact information will be used to notify the income interns, residents and fellows of the benefits described in the paragraph below.

Any employee covered by the Unit shall be entitled to annual lump sum payments as follows:

\$220.00 for any person employed by the County and covered by this Unit in each subsequent year, paid on each July 15th. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15th of the following month during the life of this contract. This annual lump sum payment shall be paid on behalf of the residents and interns to the CIR/SEIU House-staff Benefits

Plan (HSBP). The HSBP shall use all funds collected pursuant to this provision to provide benefits that are not provided by the County of Los Angeles, including but not limited to disability insurance.

The County will have no responsibility or liability for the selection, administration or oversight of any insurance policy purchased or insurance fund created by virtue of this provision.

The parties agree to meet within 60 days of the BOS approval of this MOU to discuss ways in which all interns, residents and fellows can be insured beginning the first day of their residency.

Section 4.

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the sick leave benefits applicable to employees covered herein:

- a) Said employees shall earn and accrue full-pay sick leave as provided in Article 14 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO, dated

November 17, 1987; provided, however, that in no event shall said employees be credited with more than 8 days of full-pay sick leave in any calendar year commencing on or after January 1, 1989.

- b) Said employees shall be paid for unused full-pay sick leave as if they were full-time permanent employees subject to the terms and conditions set forth in said Article 14 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO. Upon termination from County service, employees represented by the CIR who have at least five years of continuous service shall receive payment for accumulated sick leave at full pay to a maximum of 720 working hours. Such payment as provided in Section 6.24.040 of the Los Angeles County Code shall be computed at the workday hourly rate of pay in effect on the employee's final day of County service and shall be equal to one-half of unused sick leave.
- c) It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in subparagraph (a) above, the provisions in Article 6, Section 1, Recommended Salary Adjustment, includes an additional two percent base rate increase effective January 1, 1989.
- d) Management recognizes the need for all house staff officers to receive proper and timely notification whenever application for payment of unused full pay sick leave as indicated in (b) above can be made. Further, it is agreed, that in addition

to the facilities' normal distribution of the notification, copies will be provided to the respective Medical Directors' offices and to CIR in a timely manner that allows a minimum of two weeks for house staff to respond. In addition, copies will be made available to CIR during monthly Communication Meetings. It is also agreed that each department will make available to house staff, copies of the required application in the Program Director's Office, where house staff time cards and paychecks are located.

Section 5. Bilingual Compensation

The parties agree that bilingual pay for employees in the Unit shall be in accordance with County Code Section 6.10.140.

Section 6. Coats and Scrubs

Management agrees to provide four (4) long white coats and (6) scrubs to all residents in all training programs. It is further agreed that the white coats and scrubs will be laundered at no cost and that the turnaround time regarding such laundry service shall be 72 hours from the time of drop off. Management, in conjunction with CIR, reserves the right to establish policies and procedures on the wearing of scrubs while providing patient care. Management at each facility will make every reasonable effort to ensure that resident physicians have access to replacement scrubs after laundry services are closed for the day.

Section 7. Meals

Three fresh and sanitary meals shall be provided daily to house staff when engaged in patient care functions.

The County will arrange that the food left over from the food prepared daily for house staff and other physicians be packed, date stamped with preparation dates, and stored at the end of the day so that the food is available for the night meal. The County will prepare sufficient food daily to ensure that healthy night meals are available or provide frozen meals for all house staff who are assigned to nighttime duty or in-hospital on-call duty.

The County shall make every reasonable effort to provide meals in the doctors' dining rooms with sensitivity and consideration to a greater variety of dietary needs, including vegetarian, kosher and ethnic-specific diets on a daily basis.

Interns and Residents agree not to provide food and meals to non-qualified individuals.

The County will reimburse residents, not to exceed \$25.00 per day, for resident physicians on rotations outside of Los Angeles County facilities if meals are not provided by the host hospital.

Section 8. Jury Duty

The County recognizes that often, an intern or resident will suffer undue hardship if required to serve on a jury. The County will cooperate with the Union and the interns

and residents in providing to the jury commissioner, evidence of any such undue hardship. Any person ordered to serve on a jury shall be entitled to his/her regular pay.

Section 9. Program Security

- A. It is the obligation of management to provide the opportunity for continuation and completion of any academic training program for which a member of this bargaining unit was accepted. The County will require that all programs follow ACGME notification requirements regarding program accreditation status.

- B. In the event of the termination of any residency program for any reason whatsoever, management shall follow all ACGME guidelines including "Program Closure/Reduction" and make every reasonable effort to place any affected residents in another accredited residency program, prioritizing placement in the appropriate specialty in accordance with ACGME guidelines. DHS shall make every reasonable effort to place any affected residents in the following order: at another DHS facility; at another accredited program within the Southern California area, or another accredited program within California.

Section 10.

The Department agrees to provide an educational bonus of \$2,000.00 to members of this bargaining unit who hold the classification of PPG I or Dental Intern; and who will do their PPG II or second year of dental training at a County facility. This bonus shall be paid as a lump sum payable on August 15 of each year of the contract.

The Department agrees to establish in consultation with CIR, a DHS Resident Office by September 30, 1998. As one of its functions, this office shall explore ways to provide assistance i.e. completion of the Resident's licensure packet to the Residents.

Section 11. 1115 Waiver Incentive Bonus

PPGs in the following programs and levels: Internal Medicine (PPG II & III), Family Medicine, Pediatrics, and OB/Gyn (PPG II thru IV) shall receive an annual one-time, lump sum bonus equal to 2% of the current salary in effect on July 1st of each year of the contract, payable on August 15 of each year during the term of this agreement.

Section 12. Away Rotations

CIR and Los Angeles County will commit to having the subject as a set agenda item at the meetings with the DHS CMO (currently held quarterly). The purpose of the agenda discussion item will be to jointly examine the logistics and/or feasibility of away rotations, including but not limited to, the economic, operational, indemnification impact of such program.

A representative from the Los Angeles County CEO Employee Relations Section and/or DHS HR will attend when invited to discuss this topic. A subcommittee dedicated to this topic will be established during the term of this agreement made up of relevant participants as determined jointly by CIR and DHS.

ARTICLE 9 HOURS, MEALS, AND CALL ROOMS

Upon agreement of this MOU, the Director will instruct the facility CEOs, Medical Directors, Department Chairs and Graduate Medical Directors at LAC/USC, King/Drew and Harbor/UCLA Medical Centers to insure compliance with provisions of the MOU. A quarterly report prepared by each facility regarding the status of resident hours, access to night meals and resident call rooms at LAC/USC, King/Drew and Harbor/UCLA Medical Centers will be submitted to CIR until contract obligations have been achieved. As needed, CIR will submit to the Associate Director, a written response to the "DHS Quarterly Status Report on Resident Hours, Meals and Call Rooms" that comments on the progress of contract implementation. The CIR must be aware that regulatory agencies such as the Office of Statewide Health Planning and Development have requirements that at times, slow the construction or remodeling of hospital buildings. However, when the completion of call rooms remodeling is affected by a regulatory agency, the CIR shall be notified.

Also, the director has instructed local facility CEOs, Medical Directors, and Graduate Medical Education Directors to offer to meet and consult with representatives of the CIR prior to implementing changes on the above mentioned matters, and on other matters requiring as stipulated in the MOU, a meet and consult meeting.

Section 1.

Within 30 days after the implementation of this agreement, the County will schedule Interns and Residents according to ACGME guidelines for those programs where guideline requirements exist. For programs where no ACGME guidelines exist, the County shall develop guidelines reflecting minimum standards established by the ACGME.

Section 2.

The following shall be implemented no later than July 1, 2001:

1. The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional services obligations.
2. Resident duty hours and on-call time periods must not be excessive. The structuring of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the residents. Scheduled on-call, in hospital duties should not be more frequent, on average, than every 3rd day.
3. When averaged over any 4-week rotation or assignment, residents must have at least 1 day out of 7 free of patient duties, in accordance with ACGME requirements.

Section 3.

It is understood that at all three facilities, there is a Graduate Medical Education Committee (GMEC) empowered to ensure that all residency programs are in compliance with the Institutional Program, and applicable Subspecialty Program Requirements of the ACGME. Issues of non-compliance with the ACGME and this MOU shall be addressed by the GMEC and the Medical Executive Committee. In accordance with the ACGME policy, house staff has representation on the GMEC with voting privileges.

Within 30 days from implementation of this agreement, the CIR shall establish a process for the confidential and protected registering of house staff complaints of noncompliance with ACGME requirements and this MOU regarding resident duty hours and working conditions. These complaints shall be presented to the facility GMEC in a timely manner by the resident members of that committee.

The Department agrees to establish within 60 days from implementation of this agreement, a Compliance Committee, chaired by the Associate Director of Health Services, Clinical and Medical Affairs and be composed of equal members of CIR and Management that shall be empowered to resolve issues that cannot be resolved at the facility levels. Issues of non-compliance include, but are not limited to, duty hours and working conditions.

Should the facility GMEC and Medical Executive Committees fail to resolve the issues in a reasonable time, the issues shall become an agenda item for the next meeting of the Compliance Committee.

Section 4.

Within 30 days from implementation of this agreement, both parties agree to form a committee that shall include members from each hospital to address outpatient workload limitations in light of the increased need to deliver care in the outpatient setting in accordance with the provisions of 1115 Waiver. The committee shall meet at least quarterly and contain no more than 10 members; five representatives from the Department and 5 representatives from CIR.

Section 5.

House staff on "scheduled 24-hour in-hospital call" shall not be assigned normal clinical duties (i.e., clinic, operating room duties and/or new patient assignments) except under unusual circumstances, following an on-call period.

Assignments for house staff who are post "in-hospital" call shall be consistent with existing ACGME duty hour policies.

Section 6.

The County and CIR recognize the potential impact of sleep deprivation and fatigue upon house staff that must drive after 24 hours of continuous duty. In the interest of

maintaining quality patient care and the health and safety of house staff, both parties agree to the establishment of Communications Labor-Management Meeting work groups at each Medical Center.

The purpose of the work group is to study and make recommendations related to funding for the purpose of, but not limited to: education on resident sleep deprivation and fatigue, guest speakers on the topic of sleep deprivation and fatigue and/or a taxi voucher program. Work group recommendations will be made to their hospital administration at Communication meetings.

ARTICLE 10 DORMITORY COUNCIL

The Physicians Post Graduate Dormitory Council shall meet and confer with the hospital administration concerning dormitory policies including access to rooms, changes in rental fees, and allocation of floor space. It is the intent of the CIR and County Management to preserve the existing relationship and agreements with hospital Administration.

Meet and confer means the parties shall meet promptly and continue for a reasonable period of time to exchange information, opinion, and proposals and to endeavor to reach agreement.

It is agreed that effective October 1, 2000; the dormitory rent at Martin Luther King, Jr. Hospital shall be increased by \$15.00 per month from the current monthly rate. It is understood that this increase shall be for the purpose of providing cable television programming in the dormitory. The CIR shall meet annually with hospital administration to discuss changes to the cable programs that are offered.

It is also understood that any increases to the programming rate shall cause an automatic increase in the monthly dormitory rental fee.

ARTICLE 11 CALL ROOMS

Section 1.

The County shall provide safe, secure on-call rooms, bathrooms and shower facilities which are readily accessible to patient care areas. On-call rooms shall be designated as smoke-free areas, and shall be properly maintained with adequate temperature control. The number of on-call rooms shall be sufficient for all house staff officers on duty at night.

The County will make every reasonable effort to provide separate male and female call rooms at each facility.

On-Call rooms will be furnished in accordance with established Fire and Safety standards.

Section 2.

On-call rooms shall have functional locks and the room key shall be available to each house staff officer. On-call rooms shall be properly maintained seven (7) days a week. Where possible, on-call rooms shall be equipped with large-sized lockers for the secure storage of each house staff officer's personal effects.

An annual survey shall be jointly conducted by the CIR and local hospital administration to assess the status of on-call rooms. Management will make every reasonable effort to address concerns.

Where possible, computer equipment will be reasonably accessible from on-call rooms in accordance with ACGME guidelines.

Section 3. IT Walk-Through

In conjunction with the annual call room walk-through as outlined in Article 11, Section 2 CIR, hospital administration and the IT Director or designee will conduct an annual IT walk-through to assess computer and printer operability. Results of this walk-through will be presented at the CIR Communications meeting in a formal report identifying key issues and solutions. Resolution to issues identified in both the call room and IT walk-throughs will be addressed at each facility's Communications meeting.

ARTICLE 12 PHYSICIAN, POST GRADUATE TIME OFF

In lieu of other vacation and holiday allowances, persons employed as full-time or half-time Physicians, Post Graduate (first through seventh year) who are assigned to a County hospital for any one annual contractual period shall receive 192 hours to be used solely for post graduate time off. The 192 hours (i.e., 24 eight hour work days) will be posted to the Physicians, Post Graduate (first through seventh year) effective the first day of the employee's individual contract year. Upon completion of each Physician, Post Graduate year (first year through seventh year), any remaining hours shall be eliminated from the employee's record unless the Physician, Post Graduate has contracted to another consecutive year of training with the County of Los Angeles.

If the Physician, Post Graduate has contracted to another consecutive year of training, at the end of that consecutive year of training the Physician Post Graduate will have the option to be compensated for a maximum of 80 hours (10 eight hour work days) of the remaining hours or to request a maximum of 80 hours (10 day eight hour work days) of the remaining hours be deferred (i.e., carried over) to their next contract year.

The Physician, Post Graduate may defer 10 working days each year he/she contracts to another consecutive year of training with the County of Los Angeles. Whenever the sum of a Physician, Post Graduate deferred leave time exceeds 60 days, he/she shall be compensated for accumulated deferred leave time in excess of 60 days. Such excess

leave time shall be paid at the Physician, Post Graduate's rate of pay in effect on the last day of his/her contract year. Upon completion of their term as Physician, Post Graduate (second through seventh year), a lump sum payment shall be paid for such leave time not to exceed 60 days.

Any returning Physician, Post Graduate who chooses to be compensated for remaining hours, or to carry over any remaining hours to their next individual contract year, will continue to receive the full 192 hours (i.e., 24 eight-hour work days) at the beginning of their individual contract year.

Any Physician, Post Graduate who wishes to use deferred leave time for other than a post graduate time off must provide proper and timely notification for orderly scheduling. When the leave request exceeds more than seven (7) continuous days, the Physician must submit the request for the leave at least 30 days in advance of the beginning date. In special situations, if approved by the Chief of Service, leave may be granted for less than one week intervals.

Both parties recognize that arrangements for taking time off must reflect patient care responsibilities, and that the ultimate decision regarding scheduling shall rest with the Chief of Service. Leave time must be scheduled within the contractual period.

When a member of this Unit is prevented from working his/her regular assignment as a result of a holiday, he may be reassigned to another work location for that day. If he/she is not reassigned, his/her pay or vacation will not be charged.

ARTICLE 13 IMPROVEMENT SUGGESTION PROGRAMSection 1.

Both parties agree to the establishment of an Improvement Suggestion Program which both parties agree will be utilized to bring to the attention of each hospital's administration and the Department problems and recommendations to improve patient care at the County hospitals. It is understood that the members of this Unit and their working conditions directly impact on the medical care provided to the patients and are therefore in a position to offer suggestions which would improve patient care.

This Improvement Suggestion Program shall not prevent any member of this Unit from using other appropriate recourse to redress grievances.

Section 2. Procedures

1. All suggestions shall be submitted on a form jointly agreed upon by both the Department of Health Services and the CIR.
2. The improvement suggestion form shall be filed with the CIR.
3. The CIR will review the suggestion and if, in its opinion, the suggestion warrants further exploration, the CIR shall forward the suggestion to the hospital administration.

4. Hospital administration will expeditiously consult with the appropriate individuals to obtain a further understanding of the suggestion.
5. Hospital administration will expeditiously consult with the CIR.
6. If the CIR is not satisfied with the response of hospital administration, they will refer the suggestion to the Director of Health Services. In referring the suggestion to the Director, the CIR will include a statement as to why they are not satisfied with the response from Hospital Administration.
7. The Director of Health Services and/or his designee shall consult with the CIR within 10 working days within receipt of the suggestion.
8. The Director of Health Services shall have the option of convening a committee of experts, which shall include representatives of the CIR, to investigate the suggestion and to make recommendations to the Director, including but not limited to hospital efficiencies and a multi-disciplinary approach to patient care. The committee shall meet expeditiously and submit its recommendation within 20 days unless an extension is granted by the Director.
9. Members of this Unit may not grieve and the CIR may not refer to arbitration, any suggestion which Management does not implement if Management complied with the Improvement Suggestion Program procedures as stated above.

Section 3.

County and the CIR will make every best effort to hold monthly communications meetings at a mutually acceptable time, date and place at Harbor/UCLA Medical Center, and LAC+USC Medical Center for the duration of this contract.

Agenda items at the communications meetings are intended to address issues including but not limited to patient care and any topics related to resident training rotations.

Section 4.

1. Both parties recognize the desirability of maintaining work schedules consistent with optimum patient care. In the interest of maintaining quality patient care and the health and safety of house-staff both parties agree to the establishment of departmental committees at each of the three Medical Centers for the purpose of studying and making recommendations to their hospital administration on the issue of work schedules. The committees will address the following areas:
 - Consecutive work hours/rest periods
 - On call frequency/schedules
2. The departmental committees shall include CIR representation.
3. The recommendations of the respective committees shall be advisory to the respective Medical Centers.

4. In accordance with Section 6.12.020(D) of the Los Angeles County Code, it is recognized that Interns and Residents routinely work more than a basic 40 hours in any one calendar week without compensation or time off for such overtime worked. As a result, CIR desires to establish a mechanism at each of the three medical centers to better document the hours worked by Interns and Residents above the minimum standard number of required hours. Therefore, Management agrees to the establishment of committees at each of the three medical centers comprised of Hospital Administration and facility CIR members in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Within 60 days of the implementation date of this agreement, the CIR at each of the three medical centers shall submit to their respective Management their proposal for establishing a mechanism to better document the actual hours worked by Interns and Residents at their particular medical center.

Within 60 days of receipt of the CIR's proposal at each respective medical center, the Management/CIR Committee shall meet as a whole in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Section 5.

Both parties agree that house-staff will be represented on the appropriate AIDS related task force/committees which have been or will be established at each of the three Medical Centers.

On an annual basis, DHS and CIR will review existing needle stick injury protocols and make revisions as necessary. In addition, the needle stick injury protocol will be electronically posted so residents in the facilities can have 24/7 access to the information. In the event a bargaining unit member sustains a needle stick injury, the bargaining unit member will follow existing protocols.

Section 6. Patient Relationships

A. At the Los Angeles County-University of Southern California Medical Center, Harbor - UCLA Medical Center and Martin Luther King, Jr. - Drew Medical Center, Physicians, Post Graduate, have historically been given a role of immediate and continuing responsibility for patient diagnosis and treatment, always under the ultimate responsibility and authority of the attending physicians and Chief of Service. Management agrees that it will maintain such relationships regardless of the source of patient fiscal responsibility (private or public resources).

B. Programs which expand the training of Physicians, Post Graduate, into areas currently not utilizing these personnel -- e.g., neighborhood health care

facilities -- shall conform to the Essentials of approved Internship and Residencies per the Liaison Council on Graduate Medical Education of the American Medical Association.

Section 7. Physician Recruitment and Pipeline

Diversity recruitment, physician pipeline and retention into the Los Angeles County healthcare network will be discussed at each facility's communications meetings as requested by either CIR or the hospital.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 1. Definitions

"Grievance" means a complaint by an employee or the CIR concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

Section 2. Responsibilities

1. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.
2. The immediate supervisor as specified by the Department Chief or his designee will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

Section 3. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 4. General Provisions

1. An employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings.
2. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. The parties agree that there have been instances during the life of the present contract that grievances filed at various facilities have not moved forward within the time lines established under Article 14, Grievance Procedure. Both parties further agree that the problems occurring are in the application and observation of the time lines. Therefore, in an attempt to eliminate a continuation of these problems, the parties agree:

- a. All grievances and responses will be filed on a standardized form with the Office of Human Resources Management (HRM), 5555 Ferguson Drive, Room 120-15, Commerce, CA. The new form will include an original plus four (4) copies as follows: 1) Department Supervisor, 2) DHS Representative, 3) CIR, and 4) Grievant.
- b. If management requests an extension of the time lines but cannot gain concurrence from the grievant, then the Office of Human Resources Management will contact the parties (House staff Officer, CIR and Management) no later than 24 hours prior to the end of time lines regarding a request to extend the time frame. After hearing input from all concerned, the HRM representative will decide to grant or deny the request and notify all parties.
- c. The Office of Human Resources Management will generate a quarterly report showing:
 - Number of grievances filed (by facility)
 - Number resolved
 - Number outstanding
 - Number failing to meet time lines, and
 - Number of extensions granted.

- d. Within 30 days of implementation of this MOU, Management and CIR will convene a committee of representatives from DHS and CIR, comprised of no more than four (4) representatives per party, to develop guidelines and forms for time line extensions.
- e. Should CIR fail to meet the established time deadlines, then the grievance shall be dropped. Should the County fail to meet the established deadlines, then the employee is automatically granted the right to process the grievance to the next level.

Section 5. Procedure

1. Informal Complaint

- A. Within five (5) business days from the occurrence of the matter on which a complaint is based, or within five (5) days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor (as specified in Section 2).
- B. Within five (5) business days from the day of the discussion with the employee, his/her immediate supervisor (as specified in Section 2) shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - Chief of Service or Supervisor

- A. Within ten (10) business days from receipt of his supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his departmental Management.

The employee shall submit two copies to his/her immediate supervisor (as specified in Section 2) and retain the third copy.

- B. Within ten (10) business days his/her immediate supervisor (as specified in Section 2) shall give his decision in writing to the employee on the original copy of the grievance.

Step 2 - Medical Director

- A. Within ten (10) business days from his/her receipt of his supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Medical Director of the facility.
- B. Within ten (10) business days from receipt of the grievance, the Medical Director shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Medical Director (Director of Health Services)

- A. Within ten (10) business days from his/her receipt of the decision at level two, the employee may appeal to the departmental Medical Director using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the departmental Medical Director or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, may meet with the parties involved and shall give a written decision to the employee.

Section 6. Arbitration

- 1. Within ten (10) business days from the receipt of the written decision of the departmental Medical Director, or his designated representative, the CIR, or CIR on behalf of an employee whom it has represented in the processing of this grievance, may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, suspensions, transfers, classification actions, performance evaluations, and similar matters within the jurisdiction of said Civil Service Commission; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County Department, agency, or commission or any rule or regulation of the Hospital or any affiliated university, unless the arbitrator, in his discretion, finds it necessary to interpret, or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

In the event the CIR, on behalf of any employee whom it has represented in the processing of this grievance, desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Director of Personnel and to the County Department Head or officer affected, which written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

3. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

If after five days the parties cannot agree on an arbitrator, the parties will request the Employee Relation Commission to appoint the arbitrator.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and the CIR shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the CIR. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The CIR may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Implementation
 - Term
 - Renegotiation
 - Authorized Agents
 - Provisions of Law

ARTICLE 15 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 14, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 14, Section 6, can be submitted to grievance mediation. Both CIR and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either management or CIR may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final

settlement of the grievance shall be reduced to writing and signed by Management, CIR and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 16 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6, Arbitration, of Article 12, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- 4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate.

The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) there will be no representation by counsel and 2) there will be no post hearing briefs.
- 5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
- 6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
- 7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
- 8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- 9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within

sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.

11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 17 GRIEVANCE COMMITTEE PERSONS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than fifteen (15) Grievance Committee persons within the representation Unit as herein defined.

The CIR agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business.

Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the representative will be informed when time will be made available. Such time will not be more than (24) hours, excluding Saturday, Sunday and legal holidays after the time of the representative's request, unless otherwise mutually agreed to. Prior to entering other work locations, the representative shall inform the cognizant supervisor of the nature of the representative's business.

ARTICLE 18 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the CIR with a list of the names of all employees in the Unit without charge. The CIR is entitled to one list at no charge each year of the agreement. Additional lists may be furnished when requested by CIR no more than four times a year, it being understood that the CIR shall pay to County \$100 for each additional list furnished by the County. Such payment shall be due and payable within thirty (30) days from the day of billing.

Upon the CIR's request, the County will provide the list of names of all employees in the Unit in computer-type format following the CIR's payment to the County of an initial \$500 programming fee.

Management will make available to each new employee entering the Unit a card furnished by the CIR written as follows:

The CIR has been certified as your majority representative. The CIR is certified to represent you in negotiations with the County on salaries, hours of work and conditions of employment.

If you want information, or if you wish to join the CIR call:

Committee of Interns and Residents/SEIU Box 512075
Los Angeles, CA 90051-0075
(310) 329-0111

ARTICLE 19 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the CIR, and no lockouts shall be made by the County.

In the event the CIR and any employees covered by this agreement individually or collectively violate the provisions of this Article and the CIR fails to exercise good faith in halting the work interruption, the CIR and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 20 MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is the exclusive right of the County to determine the mission of each of its Departments, Districts, Boards and Commissions, and to exercise control and discretion over its organization and operations. The rights of the County include, but are not limited to, direction of the workforce including the scheduling of hours of work and the assignment of work to be performed, transfer and reassignment of employees, the right to hire or re-hire, to properly classify employees, to promote or demote employees, to lay off and recall employees, to discipline and discharge employees, and to determine the methods, means and personnel by which the County's operations are to be conducted.

It is intended that rights, privileges or obligations which are not granted to the parties by this Memorandum of Understanding or by law are retained by the County.

ARTICLE 21 PERSONNEL PRACTICESSection 1.

The employment contract effective date for newly hired interns/residents shall correspond to the first date of the Intern's/Resident's mandatory new employee orientation.

Section 2.

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly, on the 30th day of the month for work performed from the first day through the fifteenth day (15th) of the month and on the 15th day of the following month, for work performed from the sixteenth (16th) day through the last day of the month. If such day falls on a Saturday, Sunday, or holiday, the payday shall be the immediate preceding regular work day. Employees may opt to participate in the Direct Deposit Program, in which the Auditor-Controller automatically deposits the entire semi-monthly net pay directly into the employee's checking or savings account at the bank, savings and loan, or credit Union of his/her choice. Such deposits will be made on or before the 15th and 30th days of each month.

Section 3. Discipline/Discharge

No physician shall be disciplined or terminated without just cause. Except in emergency situations, discharge shall not occur without a pre-termination hearing. A pre-termination hearing shall occur within 10 calendar days following the notice of

discharge. Subsequent to the discharge action, the grievance procedure may be initiated. The County shall inform and educate all Supervisors, Program Directors, and Department Chairs regarding proper discipline policy and processes pertaining to disciplinary procedures as applied to house staff officers.

Section 4.

It is recognized that the primary responsibility of Interns and Residents is to provide patient care consistent with their education and training.

Section 5.

Those residents not to be retained for the succeeding year will be so informed in writing, by no later than November 15, after the beginning of the current postgraduate training year.

House staff participating in residencies who do not receive written notice in a timely manner will be renewed for the next postgraduate training year.

When a pyramidal residency program exists, all applicants will be informed prospectively of the pyramidal program. Descriptive materials sent to applicants will so state when a program is pyramidal.

Section 6. Leaves of Absence

A. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and

other law, medical leaves of absence will be granted by the employee's Department Head, upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

B. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to ACGME Guidelines, Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

A resident physician who is pregnant may request to her program director to be assigned rotations appropriate to the employee's pregnancy condition. A resident physician who is post-partum may submit a request to her program director during the first month back in training to be assigned a rotation appropriate to the employee's health and her child's well-being.

C. Family Leave

The parties agree that employees covered by this MOU are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993. Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

An employee shall be entitled to file a grievance for violation of the provisions of this Section in addition to the rights provided by law.

The County shall inform and education all supervisors, Program Directors and Department Chairs regarding policies and procedures pertaining to leaves of absence as applied to house staff officers.

Section 7. Release Time for Exams

It is agreed that all house staff taking the USMLE Step III or its equivalent and Board Certification or Departmental In-service Exam will be released from all duties from 4:00 p.m. the day before the examination. In addition, with the prior written approval of his/her program director, house staff will be released until the morning rounds the day after the examination.

House staff shall submit their request for release time at least one month in advance of the examination.

Section 8. Change in Employment Status

The Office of Graduate Medical Education has responsibility to consult with house staff regarding academic and employment issues. Any change in employment status, i.e., demotion, suspension, discharge, promotion, or leave, including County imposed discipline must involve and be reviewed by the Office of Graduate Medical Education.

Section 9. Bereavement Leave

House staff will receive the same benefits as all full-time permanent employees with respect to bereavement leave.

Section 10. Access to Records

Each resident physician shall be permitted to review his/her employee records during normal business hours pursuant to Los Angeles County, Department of Health Services Policy # 760, and Personnel Records.

In addition to employment files, resident physicians will have access to his/her academic files that are available within the hospital or on-line.

ARTICLE 22 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into discussions with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit, the County will 1) advise such public or private entity of the existence and terms of this Memorandum of Understanding, 2) within 2 weeks advise the CIR of the discussions, and 3) consult with the CIR regarding the subject matter of the discussion.

ARTICLE 23 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues deduction each year during the period August 1 to August 15, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Election

If 60 percent of the employees represented by this Unit are dues paying members of the Union, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement provided in G.C. 3502.5(a). This election shall be administered by the Employee Relations Commission (ERCOM). The ERCOM shall notify the County and the Union of the result of the election. The Union shall be responsible for the cost of the election.

The parties will encourage ERCOM to establish election procedures which are designed to produce the maximum possible participation in the election. However, if less than 20% of the employees in the bargaining unit vote in this election, agency shop shall be deemed rejected. If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the Union shall notify the County, and the County shall immediately thereafter notify all employees in the bargaining unit that they will then be required, as a condition of continued employment, either to join the Union, pay a Fair Share Fee equal to Union dues or pay the Union an Agency Fee as provided in G.C. 3502.5(a).

Section 4.

If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the following provisions of this Section 4 shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The Union certifies to the County that within thirty (30) days of the effective date of this agreement, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the uses to which Agency Fees are put. Those procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson*, 106 S. CT. 1066 (1986).

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees, or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this agreement.

Such list shall include new hires and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 5. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this article. The Union agrees to indemnify and hold the County of Los Angeles harmless from the utilization of the disability allowance for the disability insurance as described in Article 8, Section 3.

ARTICLE 24 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the CIR nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 25 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits from the County of Los Angeles other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.
- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.
- C. If this agreement should be reopened during its term by mutual agreement of the parties, no alternative amendment of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

- D. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 26 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- a. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012, Telephone: (213) 974-2404, except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- b. The CIR's principal authorized agent shall be its Area Director or duly authorized representative.

Committee of Interns and Residents/SEIU
Box 512075
Los Angeles, CA 90051-0075
(310) 329-0111
FAX (310) 329-1253

ARTICLE 27 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws, federal and state regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memoranda of Understanding shall not be affected thereby.

ARTICLE 28 GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CIR, and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where CIR has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, CIR may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Office. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved; CIR shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter, or their authorized representatives, including the Chief Executive Officer or his authorized representative.
- C. Within ten (10) business days from the meeting provided in (B) above, Management's principal representative(s) shall respond to CIR in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6, Subsection 2 of Article 14, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 14 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 14 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements arising from the application of the terms of

this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedure set forth herein shall not be implemented where the dispute or complaint involved is, or could be, effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 14 hereof.

ARTICLE 29 EMPLOYEE REPRESENTATIVE

Authorized Union representatives may be granted access to work locations in all hospital and health facilities, including areas utilized for patient care, treatment, and general work, in which employees covered hereby are employed, for the purpose of conducting grievance investigations and observing working conditions. Authorized Union representatives desiring such access to such work locations shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the visit. Said Management representative may deny access to a work location if in his/her judgment he/she deems that a visit will unduly interfere with the operations of the department or facility thereof, in which event said Management representative will recommend an alternative time for the visit.

The Union shall, within thirty (30) days of the effective date of this Memorandum of Understanding, give to Management a written list of all authorized representatives, which list shall thereafter be kept current by the Union. Access to work locations hereunder will be granted only to representatives on the current list.

ARTICLE 30 BULLETIN BOARDS

Management will furnish adequate bulletin board space to CIR where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. CIR recreational, social and related CIR news bulletins;
- B. Scheduled CIR meetings.
- C. Information concerning CIR elections or the results thereof;
- D. Reports of official business of CIR including CIR newsletters, reports of committees or of the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 31 EMPLOYEE PARKING

County will continue to make every reasonable effort to provide free parking facilities for employees who regularly find it necessary to use their own vehicles for transportation to work location.

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and the Coalition of County Unions, AFL-CIO shall apply to employees in this Unit.

ARTICLE 32 HEALTH AND SAFETY

The Department of Health Services shall maintain a healthful working environment and comply with the regulations and guidelines established by the Centers for Disease Control, OSHA, California state needle stick legislation and the Joint Commission. During the term of this agreement, Department of Health Services' Management and the Union will convene a labor/management committee for the intent of addressing and making recommendations on safety issues related to Interns and Residents.

Section 1. Wellness Committee

Recognizing the effect on an employee's health of long hours, stress and other factors and in the interest of a healthy, productive work force management agrees to the establishment of a departmental Wellness Committee, comprised of an equal number of CIR and management representatives to discuss departmental approaches to a comprehensive Wellness Program which may include, but not limited to stress management and reduction techniques and the creation of fitness centers.

Section 1. A

The County of Los Angeles and the union recognize drug and alcohol dependency is a treatable illness. Residents with dependency problems shall have full access to the hospital Well-Being Committee and other resources such as the Los Angeles County Employee Assistance Program for review and consultation regarding re-entry into

residency before, during, and after dependency treatment. In the event a resident physician becomes impaired during his or her training, including but not limited to alcohol, drug or chemical dependence, the resident physician will be offered medical leave for treatment. No resident physician shall be disciplined or terminated for seeking such treatment. Resident physicians will be advised and given a copy of any policies on resident impairment if the resident is suspected of a dependency or is seeking treatment for a dependency.

Section 1.B

The same Safety training afforded to any other employee of the Department will be made available to Interns and Residents. Management at each facility will inform Interns and Residents of any changes in the availability of Safety training as new and improved methods of delivery are implemented.

Section 2. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.
- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. SEIU Local 721 and the Department of Health Services and the Department of Public Health will jointly monitor releases to ensure reasonable access to training.
- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40 hour work schedule as part of their work week during the duration of their training in order to provide them time to study and attend classes.
- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 3. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services and Department of Public Health facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with professional and industry standards for the lifting and transporting of patients.

Upon written request of Local 721, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services and the Department of Public Health. The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient

Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 4. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters. The Department shall notify the union within 60 days of any proposed changes to the plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination service and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear

contamination and disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the union pursuant to County Code Section 5.04.090 (A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make hand-held personal alarm devices available to employees working in psychiatric inpatient, outpatient and emergency departments in County facilities. The budget for the personal alarms shall not exceed twenty thousand dollars (\$20,000). The budget will be used to purchase, maintain, and replace broken or damaged alarms through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and replacement of the alarms.

4. A Code Green Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Green Teams would be established to aid, when necessary, County security in situations where a multi person intervention is needed. Under no circumstances will Code Green Teams replace existing security measures in place in county facilities.

In consultation with SEIU Local 721 and CIR/SEIU, Management will develop a standardized policy addressing the establishment of a Code Green Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Green Teams.

5. In the event of an attack on an employee by a patient or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and

the Committee of Interns and Residents/SEIU as soon as practicable. Upon request by the union, the Department shall meet with the union within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 5. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 6. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity. Within 90 days of the Board of Supervisor approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing SEIU Local 721 and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

ARTICLE 33 HEALTH AND SAFETY GRIEVANCE PROCEDURE

- A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations where applicable.

- B. It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

- C. It is Management's intent not to place Interns and Residents in unsafe work situations which may compromise their health/safety or that of their unborn child.

- D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Departmental Safety Officer, if there is no local safety officer.

- E. The Safety Officer will respond within five (5) working days. If the employee or his representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 14, Grievance Procedure. During ten (10) days, consultation between the Department Head and the Union will take place.

ARTICLE 34 BEEPERSSection 1.

Each new/incoming house staff officer will be provided with a long range beeper within five days of employment or her/his first on call night, whichever is sooner. In addition, all current house staff who have not yet been issued a long range beeper will be provided one, at his/her request, no later than 60 days after implementation of this agreement. It is understood that the County's ability to provide such beepers as indicated above, is directly affected by the house staff returning their beepers in a timely manner. Beepers shall be standard in technological capability countywide as determined by Management.

It is also understood that each house staff officer who receives a beeper as indicated above, will retain the beeper as long as she/he remains in postgraduate training at the issuing facility.

Section 2. Replacement

The full cost to house staff for replacement of a lost or damaged County beeper will be waived if a signed claim form is filed with an explanation of the loss or damage which occurred under the following conditions:

- 1) Damage or loss during the course of fulfilling job duties at any County location.

- 2) Theft from hospital locker or from car while fulfilling job duties at any County location.
- 3) Damage, theft or loss due to an accident involving personal injury or any situation where a police report was filed.

This section will be excluded from the arbitration process.

ARTICLE 35 PROFESSIONAL TRAININGSection 1. Training Programs for BCLS, ACLS, PALS, ATLS, and NALS

Within 60 days after implementation of this agreement, facility committees will be established to plan house officer training in BCLS, ACLS, PALS, ATLS, and NALS. The training will commence within 100 days of the implementation of this agreement. Training in all life support programs shall be made available to members of this bargaining unit. The programs available to individual members will be those appropriate to the area of patient care wherein the post-graduate physician is training, or as required by the Department of Health Services. The cost of the programs and the materials will be the responsibility of the institution where the post-graduate physician is employed.

Training and recertification will be available through each facility at no cost to the house officer under the following guidelines:

1. Basic Cardiac Life Support (BCLS) will be offered to all new house officers within the first 90 days of their residency, the timing to be approved by their program director.
2. Advanced Cardiac Life Support (ACLS) will be offered to all house officers within the first 180 days of their residency. Program director approval shall be required.

3. Pediatric Advanced Life Support (PALS) will be offered to house officers in pediatrics, emergency medicine, family medicine and surgery and surgical subspecialties. Program director approval shall be required.
4. Advanced Trauma Life Support (ATLS) will be offered to surgical and EMS house staff who are licensed physicians. Program director approval shall be required.
5. Neonatal Advanced Life Support (NALS) will be offered to emergency medicine, pediatric, OB/GYN and family medicine. Program director approval shall be required.

Section 2. Library Services

The County recognizes that all house staff should have 24-hour access to appropriate medical information (e.g., journals, textbooks, access to Medline, Index Medicus and applicable teaching files).

Within 60 days following implementation of this agreement, Hospital Administration shall provide access to such information, in accordance with ACGME requirements.

Where feasible, the Internet and lab/imaging results will be made available.

ARTICLE 36 PATIENT CARE

Any member of this bargaining unit who, in the course of his/her practice, is ethical and compliant with the policies and procedures of the Department of Health Services will be indemnified by the Department of Health Services, including but not limited to legal representation.

During the term of this agreement, Management agrees to continue to work toward providing the following:

1. A computerized laboratory report retrieval system with monitors in wards and clinics.
2. EKG machines in wards and clinics or have equivalent service available.
3. Current and accurate bed control census.
4. Access to ABG machine test results.
5. To fund a patient education program in each department.

The parties agree that H/H machines and a computerized radiology dictation machine will be provided using funds allocated to the Quality Patient Care Fund. In addition, it is agreed that any disputes regarding the conditions set forth in numbers two (2) and four (4) above, will be resolved by purchasing the additional equipment deemed necessary through the Quality Patient Care Fund.

It is recognized by both parties that implementation of the fully computerized lab report retrieval system is contingent upon Board of Supervisors' approval and the County's subsequent ability to install such a system during the term of the Agreement.

ARTICLE 37 CHANGES IN THE PROVISION AND OPERATION OF HEALTH
CARE SERVICES

The County will give reasonable notice and meet and consult pursuant to Los Angeles County Code Section 5.04.090 (A) prior to implementing changes in the provision and operation of health care services that will affect the working conditions of members of this bargaining unit.

Further, the County recognizes its obligation under Los Angeles County Code, Employee Relations Ordinance Section 5.04.090 (B) to negotiate on those matters subject to negotiations that affect the working conditions of members of this bargaining unit.

ARTICLE 38 LABOR-MANAGEMENT RESTRUCTURING COUNCILSection 1.

During the period of this MOU, the parties agree to continue the Labor-Management Restructuring Council. The number of members of the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and/or the Department of Public Health and making recommendations to the appropriate departmental management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

The work of the Labor-Management Restructuring Council shall also include, but not be limited to, discussions associated with the delivery of health/patient care such as patient access to care, recent and/or pending health care legislation and environmental/public health care concerns.

Section 2. Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, Department of Health Services and Department of Public Health Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting regulatory mandates, providing quality patient care and assuring compliance with regulatory requirements.

Labor, Department of Health Services and the Department of Public Health Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department, and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

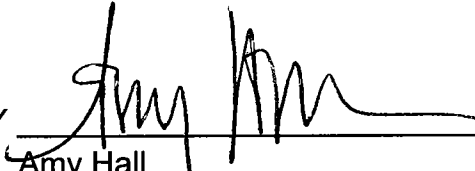
It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

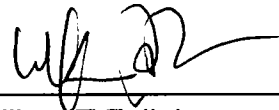
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

THE COMMITTEE OF INTERNS AND
RESIDENT/SEIU, AFL-CIO (AKA INTERNS
AND RESIDENTS ASSOCIATION OF
LOS ANGELES COUNTY-UNIVERSITY
OF SOUTHERN CALIFORNIA
MEDICAL CENTER; INTERNS &
RESIDENTS ASSOCIATION OF
LOS ANGELES COUNTY HARBOR
GENERAL HOSPITAL;

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

BY 

Amy Hall
CIR/SEIU Western Regional Director

BY 

William T Fujioka
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
HEALTH INVESTIGATIVE
AND SUPPORT SERVICES UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 12th day of
November, 2013,

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County"),

LOS ANGELES COUNTY ASSOCIATION OF
ENVIRONMENTAL HEALTH SPECIALISTS
(hereinafter referred to as "LACOA EHS" or
"Association")

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ARTICLE 1 RECOGNITION CLAUSE

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable state law, Los Angeles County Association of Environmental Health Specialists (hereinafter referred to as "LACOEHS") was certified on June 26, 1990, by County's Employee Relations Commission (Employee Relations Commission Decision No. DEC-33) as the majority representative of County employees in the Health Investigative and Support Services Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission.

Management hereby recognizes the Los Angeles County Association of Environmental Health Specialists as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the employee classifications comprising said Unit as well as such classes as may be added hereafter by the Employee Relations Commission.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered by this Memorandum, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County's Board of Supervisors.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including Title 6 of the Los Angeles County Code, required to implement the full provisions of articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date approved by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2012. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding no later than July 15, 2015. Negotiations shall begin no later than August 1, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATIONSection 1. Employee Rights

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of LACOA EHS and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations, or disability, sexual orientation, or other factors not directly related to successful performance of the employee's job.

Section 2. Affirmative Action Committee

The Department of Health Services agree that the Director, Personnel and Employee Relations, Health Services, shall convene a departmental Affirmative Action Committee composed of an equal number of management representatives and employee representatives (selected from various interested employee organizations representing employees in the Department). All recommendations that are mutually agreed to by the management and employee representatives shall be implemented by the Department.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

The parties jointly agree to recommend to the County Board of Supervisors that said Board adopt and implement the following general salary movement applicable to employees in this unit:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
5670	ENVIRONMENTAL HEALTH SPECIALIST I	CURRENT	N4M	70H	3354.27	3733.27
		10/01/2013	N4M	71E	3420.09	3807.09
		10/01/2014	N4M	72B	3486.64	3881.55
		04/01/2015	N4M	72K	3555.73	3957.91
5671	ENVIRONMENTAL HEALTH SPECIALIST II	CURRENT	N2M	84B	4323.82	5372.36
		10/01/2013	N2M	84K	4410.36	5479.27
		10/01/2014	N2M	85G	4498.55	5588.36
		04/01/2015	N2M	86D	4588.09	5699.55
5672	ENVIRONMENTAL HEALTH SPECIALIST III	CURRENT	NM	87H	4509.64	5914.82
		10/01/2013	NM	88E	4599.45	6032.64
		10/01/2014	NM	89B	4690.73	6152.36
		04/01/2015	NM	89K	4784.55	6275.27
5673	ENVIRONMENTAL HEALTH SPECIALIST IV	CURRENT	NM	89G	4749.36	6229.18
		10/01/2013	NM	90D	4844.00	6353.18
		10/01/2014	NM	91A	4940.00	6479.00
		04/01/2015	NM	91J	5038.91	6608.45
5675	ENVIRONMENTAL HEALTH STAFF SPEC	CURRENT	NM	89G	4749.36	6229.18
		10/01/2013	NM	90D	4844.00	6353.18
		10/01/2014	NM	91A	4940.00	6479.00
		04/01/2015	NM	91J	5038.91	6608.45
5668	ENVIRONMENTAL HEALTH TECHNICIAN	CURRENT	NM	69C	2748.27	3590.45
		10/01/2013	NM	69L	2801.36	3660.27
		10/01/2014	NM	70H	2857.00	3733.27
		04/01/2015	NM	71E	2913.00	3807.09
4846	HEALTH EDUCATION ASSISTANT	CURRENT	NM	73K	3110.09	4066.18
		10/01/2013	NM	74G	3171.36	4147.09
		10/01/2014	NM	75D	3233.73	4229.36
		04/01/2015	NM	76A	3297.00	4313.00
5775	HEALTH PHYSICIST	CURRENT	NM	91J	5038.91	6608.45
		10/01/2013	NM	92F	5139.64	6740.18
		10/01/2014	NM	93C	5242.00	6874.18
		04/01/2015	NM	93L	5346.00	7010.91
4382	INDUSTRIAL HYGIENIST	CURRENT	NM	91C	4964.73	6511.36
		10/01/2013	NM	91L	5063.64	6640.82
		10/01/2014	NM	92H	5165.09	6773.45
		04/01/2015	NM	93E	5268.00	6908.36
5776	PRIN RADIATION PROTECTION SPEC	CURRENT	NM	95J	5615.82	7365.73
		10/01/2013	NM	96F	5727.91	7512.73
		10/01/2014	NM	97C	5842.09	7662.18
		04/01/2015	NM	97L	5958.45	7814.91
5772	RADIATION PROTECTION SPECIALIST	CURRENT	N4M	86J	5177.82	5770.45
		10/01/2013	N4M	87F	5281.00	5885.73
		10/01/2014	N4M	88C	5385.73	6002.82
		04/01/2015	N4M	88L	5492.64	6122.09

5774 SENIOR RADIATION PROTECTION SPEC	CURRENT	NM	90J	4904.00	6431.82
	10/01/2013	NM	91F	5001.82	6559.91
	10/01/2014	NM	92C	5101.45	6690.27
	04/01/2015	NM	92L	5203.27	6823.36

2 percent (8 levels) effective October 1, 2013,

2 percent (8 levels) effective October 1, 2014 and

2 percent (8 levels) effective April 1, 2015.

Section 2. Additional Compensation

The parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the additional compensation adjustment (1/2 steps):

2.75 percent (11 levels) effective July 1, 2007 and

2.75 percent (11 levels) effective July 1, 2008,

The additional compensation (1/2 steps) will be applicable to employees who have been on the top step of the salary range for one year or more on or after July 1, 2007, and July 1, 2008, respectively.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days.

Appeal from a department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluation which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 4. Flexible Hire Rates

- a. Persons appointed to the position of Environmental Health Specialist II (Item #5671) shall be placed on a 4-step range in accordance with Note 2 of the Los Angeles County Code.

- b. Persons appointed to the position of Environmental Health Specialist I (Item #5670) shall be placed on a two-step range in accordance with Note 4 of the Los Angeles County Code.

- c. Persons appointed to the position of Radiation Protection Specialist (Item #5772) shall be placed on a two step salary range in accordance with Note 4 of the Los Angeles County Code.

ARTICLE 8 EMPLOYEE BENEFITS

The provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and SEIU, Local 721, in effect and as mandated by applicable law, shall apply to employees in this unit.

Effective January 1, 2012, the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, in effect and as mandated by applicable law, shall apply to employees in this Unit.

Integrated Bargaining

The parties agree that the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and SEIU Local 721 in effect during the term of this agreement shall apply to employees in this bargaining unit. Said provisions shall be incorporated as an exhibit to this MOU.

Effective January 1, 2012, the provisions of the Memorandum of Understanding regarding Fringe Benefits between the County of Los Angeles and the Coalition of County Unions in effect during the term of this agreement shall apply to employees in this bargaining unit.

During the term of this MOU, the parties agree to discuss the possibility of integrated bargaining for the successor MOU. The definition of integrated bargaining is bargaining a total, integrated compensation package which shall include general salary movement and employee benefits, including, but not limited to, the County's Options contribution, retirement, vacations, sick leave and holidays.

ARTICLE 9 OVERTIME

Section 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

- A. The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. '201, et. seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay, with the exception that those hours paid during a workweek for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half (1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

- B. Effective October 1, 2013, an employee may accrue compensatory time off in lieu of pay at a rate of one and one-half (1/2) hours for each hour of overtime to a maximum of 64 hours worked. The employee may request this option before the employee works the overtime.

Section 2. Usage of Non-FLSA Earned Compensatory Time

- A. Employees shall not be directed by Management to take compensatory time off without at least ten (10) business days' notice or be denied a timely request to take such time off. Requests for time-off will be approved based on the needs of the service as determined by Management.

- B. Compensatory time accumulated by employees not used during the calendar year in which it is earned may be carried over one additional calendar year during which it must be taken.

Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 3. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

Section 4.

An employee who works a four (4) day- 40 hour week schedule or a nine (9) day- 80 hour two week schedule and who uses benefit time or compensatory time to cover the balance of a day in which they receive an eight (8) hour holiday, the benefit time or compensatory time used shall be treated for purposes of overtime computation in the same manner as the eight (8) hours of County holiday time.

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ARTICLE 10 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of

the Grievance Procedure unless they involve violation of a specific provision of this agreement. Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior removed from his/her personnel file except as such may be a part of an official permanent record.

An employee on reviewing his/her personnel file, may request and have any written reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

ARTICLE 11 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he is willing to accept an adjustment on the following payroll warrant if he does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll clerk may arrange with the Auditor-Controller for the employee to pick up his supplemental or corrected check at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee to the Auditor-Controller's designate, Management will establish a reasonable method of repayment.

ARTICLE 12 STANDBY PAY

Any permanent, full-time employees who are assigned regularly scheduled periods of standby service at off-duty times pursuant to Section 6.10.120 of the Los Angeles County Code, shall receive one dollar and fifty cents (\$1.50) per hour bonus (no cap).

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ARTICLE 13 CALL BACK

Whenever an employee is unexpectedly ordered by his/her Department Head or designated management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 9, Overtime.

If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 14 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant*, funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee's class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or LACOEHS' written request for relief either:

*For the purpose of this article, vacancies due to leaves of absence shall be defined as in County Code Section 6.20.110.

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid:

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid, from the date of request for relief, and terminates when the conditions of this article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control.

However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 15 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Upon the employee's written request, any permanent, full-time employee shall be entitled to additional compensation for the performance of additional responsibilities which are assigned and approved by the Department Head of designated management representative and the Chief Executive Office (CEO).

The Department shall notify an employee in writing of the approval or denial of his/her written request within 45 business days of receipt of the request for the additional responsibilities bonus.

If the employee is placed in an assignment requiring the performance of additional responsibilities prior to the Department obtaining CEO approval, upon his/her request he/she shall be returned to an assignment in his/her own classification until notified of the CEO's approval in writing.

To qualify for this additional compensation, a full-time employee must either:

1. Be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class would not qualify for this

additional compensation. The bonus for being assigned a special project or assignment shall be two standard salary schedules; or

2. Perform all the significant duties of a higher level class for which there is no vacant funded position. The bonus shall be two standard salary schedules, unless the difference between the employee's class and the higher level class is less than two standard salary schedules. In this case, the bonus shall be the difference between the two classes.

The bonus provision of paragraph 2 above does not apply to employees on short term higher level assignments of two weeks or less.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 14, Out-of-Class Assignments for the same assignment.

The additional compensation provided in this Section shall not constitute a base rate.

ARTICLE 16 POSITION CLASSIFICATION STUDY

Section 1. Definition and Authority

For the purpose of this article, a classification study is a study by the Department of Public Health of the duties and responsibilities assigned to a position in order to determine whether the position is properly classified.

Section 2. Intent

It is the intention of the parties that this article be included only to inform employees of the established processes and procedures to follow when requesting a classification study on their own behalf, and to further inform them of the parties' understanding on the acknowledgment of such studies and follow-up reports.

Section 3. Procedures

A request for a classification study by a Department of Public Health employee who believes his/her position is misclassified must be submitted in writing through the employee's division. Human Resources shall in turn schedule, conduct the classification study, and report the findings to the employee's division.

Section 4. Acknowledgment and Follow-up Report

Management agrees that all employee-initiated classification study requests shall be promptly acknowledged and divisions will be informed as to the estimated date of completion of the studies.

Further, that this information will in turn be promptly conveyed by the divisions to employees who have requested studies on their own behalf.

It is further agreed that, if within 90 days no action has been taken on an employee-initiated study, Human Resources will provide the employee's division with a progress report, and a follow-up report will be made each month until the study is completed. The employee's division will have the obligation of keeping the employee informed and forwarding any written objections on the part of the employee to Human Resources.

ARTICLE 17 SAFETY AND HEALTH

Section 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. LACOA EHS will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within 5 business days. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through a LACOA EHS representative to the Departmental Safety Representative.

On any matter of safety or health that is not resolved by the Departmental Safety Representative within a reasonable period of time, the LACOA EHS representative may confer with the Departmental Safety Representative who will respond in writing.

If the LACOA EHS representative is not satisfied with the response of the Departmental Safety Representative, the LACOA EHS representative may consult with the Chief of the Disability Benefits, Health and Safety Division of the Chief Executive Office or his/her designated representative. The representative of this branch shall investigate the matter and advise the Department Head and LACOA EHS of his findings in the case and his recommendation, if any. If LACOA EHS is not satisfied with the response of the

Chief, Health, Safety and Disability Benefits of the Chief Executive Office, the issue may be taken within thirty (30) days to arbitration as set forth in Article 26. During such thirty (30) days consultation between the department head and LACOEHS will take place.

It is understood and agreed that LACOEHS reserves its rights under Article 29 Grievances-General in Character, in cases where LACOEHS does not consider the resolution of a given safety problem through the procedure outlined herein to be correct in light of the facts of the situation even though the case in dispute may not involve a significantly large number of employees.

Section 2. First Aid Kits

The Departmental Safety Representative or appropriate representative will make every reasonable effort to maintain complete first aid kits. Such kits will be distributed among departmental facilities wherever feasible.

Section 3.

Management and LACOEHS mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4. Safety Committee

At the request of LACOEHS, representatives of Department Management will meet monthly with the Programs Health Investigative Employees Health and Safety Committee to consult concerning specific inquiries or suggestions and to exchange information related to:

- a. the prevention of occupational disease and/or injury
- b. the provision of training
- c. personal safety devices or articles of protective apparel
 necessary to protect the health and safety of the employees
- d. exposure to communicable disease

The agenda of a monthly meeting will be limited to safety and health issues of one Health Services Programs organizational unit. Members of the committee and the Management representatives will mutually agree on agenda items in advance of scheduling a meeting.

The Programs Health Investigative Employees Health and Safety Committee will be comprised of up to three employee representatives designated by LACOEHS. Management's Committee will be comprised of up to three Management representatives. LACOEHS staff representatives and representatives of the County Labor Relations Office may attend such meetings on occasion.

The Committees may meet for up to two hours per month on County time and shall maintain minutes of each meeting. Minutes shall be maintained in a file for a period of two years.

Section 5. Badges

As provided under Section 5.64 of the County Code, management shall issue badges to those employees whom management has determined need badges to perform their official duties.

ARTICLE 18 TRANSFERS AND PROMOTIONS

Section 1. Voluntary Lateral Transfers

Management agrees to provide a uniform procedure for considering employees' requests for transfer at the time vacancies are to be filled. All vacancies will be posted on the Transfer Opportunities website (<http://jaintra.co.la.ca.us>). On or before January 1st and July 1st of each year, Employees wishing to transfer will forward a written request to the Human Resources Manager and Director of Environmental Health Services.

These written requests will be maintained in an active file within the Human Resources office for a period not to exceed six (6) months. The six month period will be January 1 through June 30 and July 1 through December 31, each year.

Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

Each January and July, management will review requests for transfer and attempt to accommodate employee preferences. Transfers will be made based on the needs of the service.

Section 1.2 Eligibility

In order to be eligible for transfer, an employee must:

- a. Indicate in writing their desire for a transfer and the reason for the request. A resume of their training and experience shall be attached to the request.

- b. Complete two (2) years of service in a full-time, permanent capacity in the current assignment. Unpaid leave shall not be counted as time served; however, exemptions may be granted, depending on management's needs or other considerations.
- c. Have a rating of "Competent" or better on the most recent Performance Evaluation.
- d. Not be subject to disciplinary action at the time of consideration for transfer.

Section 1.3 Selection Process and Notice to the Employee

Before seeking candidates from promotional lists or new hires Management agrees to give serious consideration to each transfer request. All pertinent factors will be considered to evaluate the request, including but not limited to: seniority, length of time in a particular assignment, special skills, or employee hardship. Final approval will be based on the needs of the service. Upon review of all transfer requests management shall give written notice to all requesting parties as to the approval/denial of a transfer request. Notices of denial shall provide an explanation to include determining factors not satisfied by the requesting party. This article in no way is intended to limit Management's authority to make appointments.

Where there is no request on file to a work location and an involuntary transfer is needed Management will first seek qualified volunteers. Management will attempt to consider the hardship of the affected employee. This article is not intended to limit Management authority to assign employees as determined by management.

Section 2.

Management will post promotional opportunities bulletins on facility bulletin board or boards designated expressly for this purpose. Management shall inform LAOCAEHS of each worksite's bulletin board location. Copies of transfer eligibility lists and notices of approval/denial shall also be provided to LACOA EHS.

Section 3.

Environmental Health Specialist I (Item #5670) and Environmental Health Specialist II (Item #5671) are paired classes. Management will, within Civil Service Rules, promptly promote employees who have successfully completed all the requirements from EHS I to EHS II.

ARTICLE 19 LEAVES OF ABSENCE

Section 1. Pregnancy Leave

Departmental management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Officer and by the department head.

Upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2. Educational Leave

Pursuant to Civil Service Rules and subject to the staffing needs of the department, educational leave without pay may be granted upon a permanent employee's written request and presentation of a plan for schooling designed to improve the employee's value to the department and evidence of acceptance by an accredited college or university.

Section 3. Medical Leave

Pursuant to Civil Service Rules, medical leave without pay will be granted for the purpose of recovery from a prolonged illness or injury or to restore health, upon the employee's written request, if, after submission of medical evidence satisfactory to the department head as establishing the employee's medical needs, the department head determines that such leave would be in the best interests of the department and the County.

Section 4. Family Leave

- A. Employees covered by this MOU are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

- B. Within sixty (60) days of implementation of this MOU, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Provision in addition to the rights provided by law.

ARTICLE 20EMPLOYEE ORGANIZATION LEAVE

Subject to Civil Service Rules and subject to staffing requirements of the department, leaves of absence shall be granted to accept LACOA EHS employment.

The employee must be an elected or appointed official or full-time representative of LACOA EHS with a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct LACOA EHS business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year. Except by mutual agreement, no more than one (1) employee shall be on such leave from any given department.

ARTICLE 21 CONTINUING EDUCATION

Section 1.

Management recognizes the advantage of continued education for employees in this unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings, on County time.

Management will distribute as equitably as possible among all employees in the same job assignment paid County time to attend conferences, workshops, seminars, or symposiums, when and if Management provides paid County time to any employees in such job assignment.

Section 2.

County Management supports the establishment of a Labor Management Committee to provide a forum to meet and exchange information on professional educational requirements. Areas of discussion may include, but not be limited to:

1. Employee attendance to classes, conferences, workshops seminars during regular working hours
2. Temporary flexible work schedules
3. Continuing Education hours

4. Reimbursement for License and/or Certificate renewals as directed or required by the employee's classification.
- A. The Labor Management Committee shall meet monthly on a date and at a time agreed to by Management and the Union. The meetings will be held during working hours without loss of compensation.
- B. If a meeting must be canceled or postponed by either party, every effort will be made to reschedule the meeting at a date/time mutually agreed by the parties.
- C. Said committee shall consist of three members appointed by the Association, a Teamster representative and three members appointed by the County.

ARTICLE 22EMPLOYEE PARKING

County management will continue to make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicles for transportation to their work location.

County management will make every feasible effort to provide safe and free parking facilities at parking lots nearest the employee's work location for evening and night shift personnel.

ARTICLE 23 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provisions of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 24BULLETIN BOARDS

Adequate bulletin board space will be provided for use by LACOA EHS. All notices will be posted by authorized representative(s), bear the signature of a registered official of LACOA EHS, and a copy will be provided to a management representative as designated by the Director. The Association will not post information that is defamatory, derogatory or obscene. The written material will be restricted to the following matters:

- a) meeting notices;
- b) committee reports;
- c) appointments;
- d) elections and results;
- e) bylaws and or extracts from official Association publications.
- f) any other material jointly authorized and initialed by Association representative(s) and management.

ARTICLE 25EMPLOYEE LISTS

- ° Within sixty (60) days from the effective date of this Memorandum of Understanding, Management shall provide LACOEHS with a list of the names of all employees in the Unit. Additional lists may be furnished when requested by LACOEHS no more than four times a year, it being understood that LACOEHS shall pay to the County the cost of preparation of such additional lists at the rate to be determined by County's Auditor-Controller.

Management will make available to each new employee entering the Unit a card furnished by LACOEHS written as follows:

LACOEHS has been certified as your majority representative. LACOEHS is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join LACOEHS see your Grievance Committeeperson or LACOEHS representative where you work.

ARTICLE 26 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

1. "Grievance" means a complaint by an employee, or employees, concerning the interpretation or application of the provisions of the Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
2. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. LACOEHS agrees to encourage an employee to discuss his complaint with his/her immediate supervisor.
2. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

3. LACOA EHS agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, management will state in writing the reasons for the return. If the grievance was timely filed, new time limits will be established in accordance with Section 7 Step 1 of this grievance procedure.
4. Department Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.

3. If any employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. The employee has the right to be present in meetings at step one of the grievance procedure. The employee may be required by either party to be present in meetings at subsequent steps of the grievance procedure.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
3. An employee may represent his/her grievance to Management on County time. In scheduling time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
2. Only County employees in this Unit or authorized LACOEHS representatives as specified in Article 28, LACOEHS may be selected by an employee to represent him/her in formal grievance meetings.
3. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 28, LACOEHS representative.
4. If the employee elects to be represented in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
5. Management shall notify LACOEHS of any grievance involving the terms and conditions of this Memorandum of Understanding.

6. If the certified employee representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.

Section 7. Procedures

1. Informal Complaint

- A. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her knowledge of such occurrence, an employee should discuss his/her complaint in a meeting with his/her immediate supervisor.
- B. Within ten business days from the day of the discussion with the employee, the immediate supervisor shall verbally reply to the employee's complaint.

2. Grievance

Step 1. First Level Management

- A. Within ten business days from receipt or failure to receive the supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two copies to first level management and retain the third copy.

- B. Within ten business days the first level management shall give his/her decision, and cite the basis for his/her decision, in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten business days from his/her receipt of the first level management's written decision and using the returned original copy of the grievance form, the employee may appeal to the designated management representative. The management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.
- B. Within ten business days from the receipt of the grievance, the management representative shall give a written decision, citing the basis for his/her decision, to the employee using the original copy of the grievance.

Step 3. Upper Level Management

- A. Within ten business days from his/her receipt of the decision at level two, the employee may appeal to the upper level management using the original copy of the grievance.

- B. Within ten business days from the receipt of the employee's grievance, the upper level management who has not been involved in the grievance in prior levels, shall make a thorough review of the grievance, meet with the parties involved, and give a written decision, citing the basis for his/her decision, to the employee or his/her LACOEHS Representative.
- C. If the upper level management fails to give a decision within the specified time limit, LACOEHS shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8, hereafter, the written decision of the upper level management shall be final.

Section 8. Arbitration

1. Within 30 business days from the receipt of the written decision of the upper level management, LACOEHS may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County Department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986. Management shall notify LACOEHS within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.
3. In the event LACOEHS desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected, which request shall:
- A. Set forth the specific issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
- B. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator remaining who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

4. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and LACOEHS shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and LACOEHS cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.

7. The decision of the arbitrator shall be binding upon LACOEHS. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. LACOEHS may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition	Non-Discrimination
Implementation	Safety and Health
Term	Authorized Agents
Renegotiation	Provisions of Law

It is mutually agreed by the parties that Article 23, Legal Representation, will not be subject to either binding or advisory arbitration.

ARTICLE 27 EXPEDITED ARBITRATION

1. This is an alternative to the procedure set forth in Section 8, Arbitration, of Article 26, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures

or processes by which employees or employee organizations may appeal to, or request review by said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and LACOA EHS will meet and attempt to implement the procedure within sixty (60) business days from the implementation of this Memorandum of Understanding.

5. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
6. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon LACOA EHS. To the extent the decision and award of the arbitrator does not require legislative action by the Board

of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition	Safety and Health
Non-Discrimination	Payroll Deductions and Dues
Implementation	Leaves of Absence for LACOEHS
Term	Business
Renegotiation	Authorized Agents
Provisions of Law	

ARTICLE 28 LACOA EHS REPRESENTATIVESection 1. LACOA EHS Representatives

It is agreed and understood by the parties of this Memorandum of Understanding that LACOA EHS may designate LACOA EHS Representatives to represent employees in the processing of grievances subject to the following rules and procedures:

- a. LACOA EHS and Management shall negotiate as to a reasonable number of LACOA EHS Representatives within each facility.
- b. LACOA EHS shall furnish Management Representatives with a written list identifying by name and assigned work areas all regular and alternate Grievance LACOA EHS Representatives and the list shall be kept current by LACOA EHS at all times.
- c. LACOA EHS will designate as a LACOA EHS Representative only employees who have passed an initial probation period and have been designated as permanent.
- d. LACOA EHS Representatives will be permitted reasonable time off without loss of pay for investigation and processing of formal grievances.

Section 2. Handling Grievances

- a. When requested by an employee, a LACOEHS Representative with permission of his supervisor, may investigate any alleged grievance in his assigned work area and assist in its presentation.

- b. After notifying and receiving approval of his immediate supervisor, a LACOEHS Representative may be allowed reasonable time off during working hours without loss of time or pay to process such grievances. Such notification shall include the nature of his business for which time off is requested and the estimated time of his absence. The immediate supervisor will authorize the LACOEHS Representative to leave his work to process such a grievance unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the LACOEHS Representative of the reasons for the denial and establish an alternate time when the LACOEHS Representative can reasonably be expected to be released from his work assignment. The LACOEHS
® Representative shall notify his supervisor upon his return to work.

- c. When a LACOEHS Representative desires to contact an employee at his work location, the LACOEHS Representative shall first contact the immediate supervisor of that employee, advise him of the nature of this business, and obtain the permission of the supervisor to meet with the employee. The immediate

supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the LACOEHS Representative when he can reasonably expect to contact the employee.

- d. A LACOEHS Representative's interview or discussion with an employee on County time will be handled expeditiously so as not to unduly interrupt work operation.
- e. The time authorized for a LACOEHS Representative to handle an employee's grievance will be recorded by the LACOEHS Representative on forms made available by his department. The original of the form will be forwarded to the department's personnel office, and a copy retained by the LACOEHS Representative.

ARTICLE 29 GRIEVANCES- GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between LACOA EHS and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where LACOA EHS has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, LACOA EHS may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall be submitted within (30) business days from the occurrence of the matter on which a complaint is based or within (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved, LACOA EHS shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.
- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to LACOA EHS in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 26, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 26, of this Memorandum of Understanding.

It is further understood that this article is not intended as a substitute or alternative for the grievance procedures set forth in Article 26 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 26 hereof.

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ARTICLE 30WORK ACCESS

Authorized LACOEHS representatives may be given access to work locations during working hours to conduct LACOEHS grievance investigations and observe working conditions. LACOEHS representatives desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his/her designee's authorization a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. LACOEHS agrees that its representatives will not interfere with operations of a department or any facility thereof.

LACOEHS shall give to all Department Heads with employees in this Unit and the Chief Executive Office of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by LACOEHS. Access to work locations will only be granted to representatives on the current list.

ARTICLE 31WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the County Code.

Section 1. Work Week

The work week for employees in this unit is 40 hours in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five 8 hour-work days, Monday through Friday. Pursuant to Fair Labor Standards Act regulations once established the work week may not be changed indiscriminately to avoid payment of overtime.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees' work schedules shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) workdays prior to the date the change is to be effective.

Section 3. Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency.

Section 4.

Prior to implementing alternative work schedules, including but not limited to four (4) ten (10) hour work days per week, Management will consult with LACOA EHS.

Section 5.

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day- 40 hour week schedule. Management will respond to an employee's request within 20 business days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternate work schedules that mandate the payment of overtime under the Act.

It is understood that non-exempt employees will not be eligible to request the nine (9) day- 80 hour two week work schedule.

ARTICLE 32CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise LACOA EHS of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Department's Request for Proposal is approved by the Chief Executive Officer, the Employee Relations Division will arrange to meet with representatives of LACOA EHS to advise them of this action within five (5) days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services.

ARTICLE 33 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

LACOA EHS dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made or who is subject to an automatic Fair Share Fee or agency fee deduction pursuant to any agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to LACOA EHS by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Indemnification Clause

LACOA EHS agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

Section 3.A. Agency Shop Defined

It is mutually agreed by the parties that the term Agency shop® means that every employee represented by this Unit shall, as a condition of continued employment,

either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee who is a member of a bona fide religious body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues of Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by

this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. Union Responsibilities-Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1. AFT, AFL-CIO et. Al. V. Hudson, 106 S. Ct. 1066.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of

his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within (30) working days, the County-Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary classification, and work location of all employees who enter the Bargaining Unit and are subject to this agreement.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

ARTICLE 34MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reasons, determine the methods, means and personnel by which the County's operations are to be conducted, to reorganize any County department during the term of this agreement; however, management shall at the earliest time possible meet and confer with LACOEHS the impact of any decision to reorganize when such issues are not covered by Civil Service Rules or Memoranda of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 35OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither LACOEHS, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 36STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by LACOEHS, and no lockouts shall be made by the County. In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and LACOEHS fails to exercise good faith in halting the work interruption, LACOEHS and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

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ARTICLE 37 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreement between parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. It is agreed and understood that each party hereto waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.

- D. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcements of all its terms and provisions.

ARTICLE 38 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. The Los Angeles County Association of Environmental Health Specialists (LACOEHS), shall be the Chairperson of the Board of LACOEHS or duly Authorized representative (Address: LACOEHS Chairman, c/o California Teamsters Local 911, 9900 Flower St., Bellflower CA 90706, Telephone: (562) 595-4518).

ARTICLE 39 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 40 JOINT LABOR-MANAGEMENT COMMITTEE

During the term of this agreement a Joint Labor/Management Advisory Committee shall be formed to discuss Environmental Health issues. The reports of this committee shall be advisory in nature and shall not be binding on any of the parties. Said committee shall consist of three members appointed by the Association and three members appointed by the County. Employees shall be released to attend committee meetings on County time.

The meetings shall be scheduled by mutual agreement, but not more than twice a month.

By mutual consent, additional issues of concern may be studied by this committee.

ARTICLE 41 ENHANCED VOLUNTARY TIME OFF (EVTO)Program Description:

EVTO is a special temporary program through which employees may individually volunteer to help reduce County expenditures during periods of budgetary shortfall by taking one or more unpaid leaves of absence without the full loss of benefits usually associated with unpaid leave. This program will assist in achieving budgetary savings without significant adverse impact on critical public services.

Program Requirements:

Implementation of the provisions of the Enhanced Voluntary Time-Off Program within each department shall be subject to prior authorization by the Chief Executive Officer. The Chief Executive Officer may establish procedures and issue administrative instructions regarding the operation of Enhanced Voluntary Time- Off Program.

- EVTO shall be available to employees only upon Board approval.
- In order to maintain critical public services, all requests by employees for unpaid EVTO leave must be in writing and be approved in advance by the Department Head or his/her designee.
- During specific times each fiscal year, employees who wish to participate in EVTO will pledge the number of hours to be taken as EVTO. This will assist the departments in determining projected savings.

- In the event of an industrial injury or unforeseen hardship which significantly impacts an employee's decision to request EVTO, such employee shall be able to rescind or modify his/her EVTO pledge. However, a change or modification in scheduling days off must be approved by department Management.
- In the event of a County emergency affecting public health or safety, a Department Head may rescind all or part of any EVTO pledge, and require such employee to return to work immediately. Nothing in this paragraph reduces the authority of a Department Head to terminate any leave of absence as described in Civil Service Rule 16.04.
- An employee may take up to 60 calendar days of EVTO each fiscal year during this program (see below for EVTO after 60 days) with the following benefit guarantees:

EVTO may be taken as 60 or fewer consecutive calendar days; as a reduced work-week schedule (4/36 or other); or as occasional days off with Management approval.

EVTO will not affect flexible benefit plan County contributions, or vacation and sick leave accrual. However, employees may wish to schedule occasional EVTO days to avoid loss of pay for weekend and holiday days.

An employee will receive retirement credit for each month in which the employee has any retirement eligible earnings. In the event the employee's earnings are less than enough to pay the employee contribution to LACERA, the employee may pay the required employee contribution directly to LACERA to receive retirement credit for that month. Such payments shall be made within thirty (30) days following the end of the month in which the contribution was not made.

EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

An employee may take a total of one year of EVTO with the following parameters:

A full year of EVTO will not constitute a break in service and will count towards time in service for step advancement and continuous service date.

After the first 60 days of EVTO, the 60 day EVTO benefit guarantees will not apply.

Retirement service credit will not accrue during this period.

FLSA Non-exempt employees may request EVTO in increments as little as one hour.

FLSA Exempt employees must request EVTO in full work day increments.

EVTO is granted without requiring employees to first use accumulated vacation and compensatory time-off.

EVTO is not available to employees on any other paid or unpaid leave.

Department Heads may continue to approve other unpaid leave of absences.

If the employee's request is not approved, Management will respond in writing to the employee giving the reason(s) for denial.

EVTO will be actively encouraged by Management and LACEHS in order to achieve savings.

Special Unpaid Voluntary Time-Off

(60-Day Program)

Benefits Protected

Vacation Accrual
 Sick Leave Accrual
 Savings and Horizons Plan*
 Flexible Benefit Contributions
 Step Advance
 Retirement Service Credit**
 Military Leave

Benefits Not Protected

Jury Leave
 Bereavement Leave
 Witness Leave
 Civil Service Examination Leave
 Weekend Pay
 Holiday Pay

* County matching contributions will continue (unless deferred or suspended) in any month in which the employee contributes to the plan.

** Retirement Service Credit for plans A-D and plan G will accrue for any month in which an employee receives retirement eligible earnings and earns sufficient salary to pay employee LACERA contribution, or makes such contribution other than with County earnings.

For Retirement Plan E, service credit will not accrue for any month in which an employee has no retirement eligible earnings.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY ASSOCIATION
ENVIRONMENTAL HEALTH SPECIALISTS
(LACOEHS)


COUNTY OF LOS ANGELES OF
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By



GREGORIO DANIEL
Business Representative

By



WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CRIMINALISTS/FORENSIC IDENTIFICATION SPECIALISTS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 12th day of
November, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter
referred to as "County"),

AND

LOS ANGELES COUNTY PROFESSIONAL
PEACE OFFICERS ASSOCIATION
(Hereinafter referred to as "PPOA" or
"Union")

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ARTICLE 1RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, PPOA was certified on June 1, 1999, by County's Employee Relations Commission (Employee Relations Commission Decision No. 3473) as the majority representative of County employees in the Criminalists Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes PPOA as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit in the following employee classifications comprising said Unit, as well as such classes as may be added hereafter by the Employee Relations Commission:

<u>Item No.</u>	<u>Title</u>
4331	Criminalistics Laboratory Technician
4332	Forensic Identification Specialist I
4333	Criminalist
4334	Forensic Identification Specialist II
4336	Senior Criminalist

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles;
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m., on October 1, 2013.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 Midnight on September 30, 2015.

ARTICLE 4RENEGOTIATION

The party desiring to negotiate a full and entire Memorandum of Understanding for a term after September 30, 2015, shall serve a notice of reopening upon the other, on or before May 15, 2015. Upon reopening, negotiations shall begin on a mutually agreed date but no later than June 14, 2015. A full and entire written proposal shall be submitted by each side prior to the beginning of negotiations. Once negotiation meetings begin, new proposals may be introduced only by mutual agreement.

If agreement on the term of full and entire Memorandum of Understanding is not reached by July 30, 2015, an impasse shall automatically be declared unless the parties mutually agree to continue negotiations.

ARTICLE 5NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of PPOA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, origin, political or religious opinions, or affiliations.

ARTICLE 6SALARIESSection 1.Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
4333	CRIMINALIST	CURRENT		90G	4880.00	6062.45
		10/01/2013		91D	4977.09	6183.09
		10/01/2014		92A	5076.00	6306.00
		04/01/2015		92J	5177.82	6431.82
4331	CRIMINALISTICS LABORATORY TECH	CURRENT		75L	3289.09	4076.09
		10/01/2013		76H	3354.27	4157.27
		10/01/2014		77E	3420.09	4239.82
		04/01/2015		78B	3486.64	4323.82
4332	FORENSIC IDENTIFICATION SPEC I	CURRENT		88G	4622.18	5742.09
		10/01/2013		89D	4714.18	5856.64
		10/01/2014		90A	4808.00	5973.00
		04/01/2015		90J	4904.00	6092.27
4334	FORENSIC IDENTIFICATION SPEC II	CURRENT		95G	5588.36	6942.55
		10/01/2013		96D	5699.55	7080.64
		10/01/2014		97A	5813.00	7221.00
		04/01/2015		97J	5929.36	7365.73
4336	SENIOR CRIMINALIST	CURRENT		101G	6576.09	8169.55
		10/01/2013		102D	6706.91	8331.91
		10/01/2014		103A	6840.00	8497.00
		04/01/2015		103J	6976.73	8667.18

Section 2. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at

least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources.

If the Department of Human Resources fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the

Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.
 - (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from the department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Special Pay Practices

Upon execution of this contract, any permanent, full-time employee in this unit assigned regularly scheduled periods of standby service at off-duty times pursuant to the County

Code, shall receive one dollar and fifty cents (\$1.50) per hour bonus, but not to exceed a maximum of three hundred hours per month total. This section will apply to all County Department's where all members of this bargaining unit are employed.

Section 4. Night Shift Differential

The parties agree to recommend jointly to the County's Board of Supervisors that employees in this Unit be paid for evening and night shift differential as follows:

- A. The evening shift is a shift at least five-eighths of which falls between 4:00 p.m. and 11:00 p.m. The night shift is a shift at least five-eighths of which falls between the hours of 9:00 p.m. and 8:00 a.m.

- B. The evening shift and/or night shift differential shall be one dollar (\$1.00) per hour above the established rate for each classification.

Section 5.

The parties, having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith,

and that said salaries were determined independently of race, gender, age or national origin.

Section 6. Assignment of Additional Responsibilities

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities which are assigned and approved by the Department Head or designated management representatives and approved by the Chief Executive Office.

The Department shall notify an employee in writing of the approval or denial of his/her written request within ten (10) business days of the approval or denial of the additional responsibilities bonus.

To qualify for this additional compensation, a full time, permanent employee must either perform for a minimum of 20 days in a three month period all the significant duties of a higher level class for which there is no vacant funded position (in which case, the bonus shall be the lesser of two standard salary schedules or the difference between the two classes) or be assigned to a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically allocated to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class, on-site orientation/training or claims of performing the same duties as sworn personnel shall not qualify for this additional compensation.

The additional compensation shall begin on the first day the additional responsibilities are assigned by management and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualified for the additional responsibilities bonus. In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to County Code 6.10.040.

ARTICLE 7 OVERTIMESection 1. Compensation

For all employees in the Unit, for the term of this agreement, the County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided by the Fair Labor Standards Act, 29, U.S.C. ' 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave and vacation pay.

The County will pay employees for any overtime worked at a rate of one and one-half (1 1/2) times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

An employee may elect compensatory time off in lieu of pay at a rate of one and one-half (1 1/2) hours for each hour of overtime to a maximum of 160 hours worked. The employee may exercise this option when the employee works overtime. Management shall not decide to order or authorize overtime based on an employee's choice of pay or compensatory time off.

If an employee has 240 hours of accumulated compensatory overtime on the books, the employee shall not elect to choose any additional overtime as compensatory time off in lieu of pay.

Section 2. Usage of Compensatory Time

- A. An employee shall not be directed by Management to take compensatory time off without at least ten (10) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by Management.

- B. Effective with the implementation date of the October 1, 1991, - September 30, 1994, MOU, with prior approval of Management, new accumulated compensatory time off not used during the calendar year in which it is earned may be carried over for up to two years not to exceed 240 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

- C. Compensatory time off earned prior to implementation of the October 1, 1991, - September 30, 1994, MOU can only be taken off at the straight time rate and be carried over to the end of the following year. Any compensatory time off not taken by the end of the year following the year it was earned will be paid at the straight time rate rather than lost.

Section 3.

Notwithstanding any other provisions of this Memorandum of Understanding:

- A. The following provisions shall continue to apply to all overtime accumulated

between October 1, 1993 and June 30, 1994, and compensated with compensatory time off:

- (1) To the extent such time would have qualified for time and one-half pay under other provisions of this MOU (including time and one-half pay at the employee's option), such time shall be compensated with time and one-half CTO, subject only to the maximum accumulation of 240 hours or 480 hours for employees working in a public safety activity, an emergency response activity or a seasonal activity as defined by Fair Labor Standards Acts regulations.
- (2) To the extent such time would have qualified for straight time pay under other provisions of this MOU, such time shall be compensated with straight time CTO.
- (3) Such CTO either (a) may be taken off at the request of an employee subject to management approval or (b) shall be maintained "on the books."
- (4) Nothing in this paragraph is intended to alter the definition of "overtime" as set forth elsewhere in this MOU or the circumstances under which overtime compensation must be paid.

- B. All overtime worked on or after July 1, 1994, shall be subject to the overtime provisions in effect on September 30, 1993.
- C. On or after August 1, 1995, at the employee's option, time "on the books" may continue to be taken as time off, subject to management approval, or may be converted to pay. An employee electing payment for any portion of his or her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.
- D. CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. For any CTO accrued during other periods, nothing in this Section shall be construed to limit management's authority to direct any employee to take accumulated CTO as provided elsewhere in this MOU.

ARTICLE 8 CALL-BACK

Whenever an employee is unexpectedly ordered by the Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay or four hours compensatory time at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 7, Overtime.

ARTICLE 9 EMPLOYEE BENEFITS

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 10 BULLETIN BOARDS

Management will furnish PPOA bulletin board space not to exceed 8 square feet.

The boards shall be used only for the following subjects:

- A. PPOA recreational, social and related news bulletins;
- B. Scheduled PPOA meetings;
- C. Information concerning PPOA elections or the results thereof;
- D. Reports of official business of PPOA including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by an authorized representative of the Department Head.

Prior to posting, all material shall be initialed by an authorized representative of PPOA.

PPOA agrees that notices posted on County bulletin boards shall not contain anything which may reasonably be construed as maligning the County, its representatives or any individual employees in any manner whatsoever.

ARTICLE 11 ANNUAL TRAINING PLAN

Departmental management (Sheriff/Department of Coroner) agrees to develop an annual training plan for all classifications represented by bargaining unit 614 in each Department's Criminalistics Laboratory within sixty (60) days after the provisions of this Memorandum of Understanding become effective. Each Department Head further agrees to consult with representatives of the bargaining Unit prior to submitting such training plan for approval. This annual plan for training will be administered by each Department Head, or whomever he/she delegates subject to necessary approval from the Chief Executive Officer and the Board of Supervisors.

Each Department Head, or whomever he/she delegates, will determine the need, kind, amount and timeliness of training to be provided to all classifications represented by bargaining unit 614 and which of these personnel will attend approved training programs.

ARTICLE 12 REFERENCE MATERIALS

The County agrees to provide "state of the art" reference materials for all classifications represented by bargaining unit 614 in Departmental Criminalistic Laboratories. The County further agrees to consult with representatives of the Bargaining Unit prior to selecting said reference materials.

The Department Head or his/her designate, will determine the kind and amount of reference materials to be provided.

ARTICLE 13 EMPLOYEE PARKING

County will continue to make every reasonable effort to provide free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to work location.

ARTICLE 14 SAFETY AND HEALTHSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment.

PPOA will cooperate by encouraging all employees to perform their work in a safe manner.

It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or his representative is not satisfied with the response of the safety officer, PPOA may consult with the Chief of Workers' Compensation and Occupational Health Branch of the Chief Executive Office or his designate. A representative of such branch shall respond to the department head and PPOA within ten (10) days. If PPOA is not satisfied with the response of the Chief of Workers' Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in Article 20.

During such ten (10) days consultation between the department head and PPOA will take place.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities.

Section 3.

Management and PPOA mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

ARTICLE 15 PERSONNEL FILES

An employee, or the certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note the refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure.

If the employee fails to file a grievance within the designated time limits the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance

procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 16 EMPLOYEE PAYCHECK ERRORSA. UNDERPAYMENTS

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's pay check, a pay check correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute pay check errors for purposes of this Article.

B. OVERPAYMENTS

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed upon acceleration provision may permit faster recovery.

ARTICLE 17 CONSULTATION

County Management agrees to consult with PPOA pursuant to Section 6(a) of the Employee Relations Ordinance.

The Sheriff's Department will consult in good faith regarding the implementation of evening or night shifts prior to such implementation.

ARTICLE 18 WORK SCHEDULES

Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days per week. Nothing herein shall be construed to modify in any manner whatsoever a workday or workweek as defined by Chapter 6.12 of the County Code.

Section 1. Workweek

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (See Section 3), employees work schedules shall not be changed without notice to the employee at least five (5) working days prior to the date the change is to be effective. Irregular work schedules shall not be changed without notice to the employee at least ten (10) workdays prior to the date the change is to be effective.

Section 3 Emergencies

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 19 OUT-OF-CLASS ASSIGNMENTSection 1. Definition

- A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus. The bonus is paid from the date of request for relief, and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Definitions

1. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
2. "Days" mean calendar days exclusive of Saturdays, Sundays or legal holidays.

Section 2. Responsibilities

The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

PPOA, agreed to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

Section 3. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this Article, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 4. General Provisions

1. The employee has the right to the assistance of a representative in the preparation of a written grievance, and to represent him/her in formal grievance meetings. The grievant may be required by either party to be present in meetings with Management for purposes of discussing the grievance.
2. A County employee selected as a representative in a grievance is required to obtain the permission of the immediate supervisor to absent himself from his/her duties to attend a grievance meeting. The employee representative shall give his/her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.
3. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the

essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.

4. In order for a steward to receive compensation from the County of Los Angeles for any regularly scheduled work time spent investigating or processing a grievance, the name of the steward must be supplied to Management in accordance with Article 22.
5. If the employee elects to be represented, the department may designate a Management representative to be present at such meeting.
6. PPOA has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding.

Section 5. Procedure

1. Informal Complaint

- A. Within ten (10) days from the occurrence of the matter on which a complaint is based, or within ten (10) days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint with his/her immediate supervisor.
- B. Within five (5) days from the day of the discussion with the employee, his/her immediate supervisor shall verbally reply to the employee's complaint.

- C. If the immediate supervisor either fails to reply within five (5) business days or gives an answer which the employee feels is unsatisfactory, within five (5) business days, the employee may informally discuss the grievance with his/her second level supervisor or proceed with the formal grievance procedure.

If the second level supervisor either fails to reply to the employee within three (3) business days or gives an answer which the employee feels is unsatisfactory, the employee may then initiate the formal grievance procedure at the first level of supervision.

2. Grievance

Step 1 - Supervisor

- A. If the problem has not been resolved within eleven (11) business days of the date of the initial discussion with the first level supervisor or within ten (10) days from the occurrence or knowledge of the grievable matter if no informal discussion has occurred, an employee, may file a formal written grievance. Four (4) copies of the grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests from his/her departmental management. The employee shall submit two (2) copies to his/her immediate supervisor and retain two (2) copies.

- B. Within ten (10) days, his/her immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance and a copy to the Union representative if a Union representative was present at the hearing.

Step 2 - Middle Management

- A. Within ten (10) days from receipt of his/her supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to mid-management. The manager shall discuss the grievance with his/her supervisor and the employee before a decision is reached by him.
- B. Within ten (10) days from receipt of the grievance, the manager shall give a written decision to the employee using the original copy of the grievance and a copy to the Union representative if a Union representative was present at the hearing.

Step 3 - Department Head

- A. Within ten (10) days from his/her receipt of the decision at level 2, the employee may appeal to the department head using the original copy of the grievance.
- B. Within ten (10) days from receipt of the employee's grievance, the department head or the designated representative, who has not been involved in the grievance in prior levels, shall make a thorough review of the

grievance, meet with the parties involved and give a written decision and justification to the employee and the Union representative if a Union representative was present at the hearing.

- C. If the department head or the designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the department head or the designated representative shall be final.

Section 6. Arbitration

- 1. Within ten (10) days from the receipt of the written decision of the department head, or the designated representative, the Union may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors, unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
- B. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited, to discharges, reductions, and discrimination; nor
- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

3. In the event the Union desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above, send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County department head or officer affected, which written request shall:
 - A. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 - B. Request that said Employee Relations Commission, pursuant to its applicable rules and regulations, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses,

transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

5. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then, at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If, within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Non-Discrimination

Safety and Health

Payroll Deduction of Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 21 GRIEVANCES - GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between PPOA and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon:

- A. Within thirty (30) calendar days from the occurrence of the matter on which a complaint is based or within ten (10) business days from its knowledge of such an occurrence where PPOA has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, PPOA may request in writing that a meeting be held with the authorized representative of the County who have authority to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within five (5) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, PPOA shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean its Chief Executive Officer or his/her authorized representative, and any other County department head or his/her authorized representative, who has authority to resolve this matter.
- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved and if the disagreement meets the requirements of Section 6 of Article 20, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 20 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 20 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of the employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 20 hereof.

ARTICLE 22 STEWARDS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than three stewards within the representation unit as herein defined. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

PPOA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by PPOA.

PPOA agrees, whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. PPOA representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward's request, unless otherwise mutually agreed to. Prior to entering other work

locations, stewards shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Management agrees a steward will not be discriminated against because of his/her activities as a steward.

ARTICLE 23 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by PPOA, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and PPOA fails to exercise good faith in halting the work interruption, PPOA and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 24 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, 2006, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Shop Election

Effective January 1, 2004, if at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The union shall pay for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union or to pay the Union a service fee as provided in G.C. 3502.5(a).

If the majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop" means that every employee represented by this Bargaining Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employees shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund

exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

D. Union Responsibilities – Hudson Notice

The union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO, et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop agreement is in effect.

E. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the

employee's department, with notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

F. List of New Employees/Separation

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying

documents. The list shall contain the name, employee number, date of hire into the Unit, item step salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit who are covered by the Memorandum of Understanding.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 5. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 25 WORK ACCESS

A PPOA representative desiring access to a work location hereunder shall state the purpose of the visit and request the Department Head or his designee's authorization a reasonable amount of time before the intended visit. If authorization for such access is not granted, the PPOA representative will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays, after the time of the PPOA representative's request, unless otherwise mutually agreed to.

Authorized PPOA representatives may be given access to work locations during working hours solely for the purposes of conducting PPOA grievance investigations and observing working conditions. PPOA agrees that its representatives will not interfere with operations of a department or any facility thereof.

PPOA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all of its authorized representatives, which list shall be kept current by PPOA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 26 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate either the decision or effect of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 27 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or mission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 28 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither PPOA nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors, individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 29 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such changes, it shall notify PPOA indicating the proposed change prior to its implementation. If PPOA wishes to consult or negotiate with Management regarding the matter, PPOA shall notify Management within five (5) working days from the receipt of such notice. Upon receipt of such notice, the parties shall meet promptly in an earnest effort to reach a mutually satisfactory resolution of any problem arising as a result of the change instituted by Management. Where Management makes such changes because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter of compliance with such law.

Nothing herein shall limit the authority of Management to make necessary changes during emergencies. However, Management shall notify PPOA of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Where Management makes any such change for reasons other than the requirements of law or an emergency, where such change would significantly affect working conditions of a significantly large number of employees in the Unit, where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance, and where PPOA, within the time limits provided, requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the wages, hours and other terms and conditions of employment of the employees in the Unit.

If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted as an impasse to the Employee Relations Commission for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

- C. Failure by PPOA to request consultation or negotiations, pursuant to Paragraph B. shall not be deemed as approval of any action taken by the County.
- D. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matter within the scope of negotiations during the term of this Memorandum of Understanding.
- E. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and, if required, approved and implemented by County's Board of Supervisors.
- F. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 30 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative (Address: 188 E. Arrow Highway, San Dimas, CA 91773; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. Union's principal authorized agent shall be its Executive Director, or his/her duly authorized representative (Address: 1100 Corporate Center Drive, Suite 201, Monterey Park, California 91754-9880, Telephone: (323) 261-3010).

ARTICLE 31 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furloughs because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 32 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 33 DRUG TESTING PROGRAM

It is agreed that separate random Drug Testing Programs will be implemented in the Sheriff's Department (Appendix A) and Coroner's Department effective March 1, 1992, and will be fully effective at that date. Sheriff's Department and Coroner's Department Management will consult with PPOA regarding implementation of the Drug Testing Program in the individual departments.

ARTICLE 34 COURT TIME FOR EMPLOYEES IN UNIT 614Section 1. On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties to the 614 Memorandum of Understanding agree that employees covered by such Memorandum of Understanding who receive an on-call subpoena and remain on-call during off-duty hours for court appearances, shall receive one-half their hourly rate, as defined by the Los Angeles County Code for their classification, for each hour that they are on call including travel to court as a result of having received a call to appear. However, in no event shall an employee who receives an on-call subpoena, which is not canceled prior to the date of the subpoena, be compensated for less than two (2) hours of on-call including travel to court. The on-call status will commence at the time for appearance specified in the subpoena, and will end when the employee is relieved from on-call status by the court or the Liaison Deputy, or upon arrival at the court in response to a call. It is further agreed that employees assigned to an evening or early morning shift, or those on their day off, shall, upon receipt of an on-call subpoena, notify the court liaison officer designated by their unit of their on-call status. Employees in an on-call status shall contact their court liaison officer by noon of the day set for appearance to confirm their status if they have not been contacted earlier. If the employee is on an on-call status at the end of the court day, the court liaison officer shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2. Must Appear Subpoena

Employees who are required to appear in court during off duty hours as a result of a must appear subpoena shall receive three (3) hours minimum plus actual time in court over two (2) hours (includes travel time and evidence pick up).

Section 3. DMV Telephonic Hearing

Employees who are subpoenaed for a DMV Telephonic Hearing which is scheduled during the employee's working hours shall utilize a Department telephone to call the DMV at the scheduled time and receive no additional compensation.

Employees who are subpoenaed for a DMV Telephonic Hearing which is scheduled at a time when the employee is off duty shall receive one hour of overtime or actual time spent beyond one hour, whichever is more, for a completed call based on their hourly rate, as defined by the Los Angeles County Code for their classification, However, in no event shall an employee who receives a DMV Telephonic Hearing subpoena which is not cancelled prior to the date and time of the subpoena, be compensated for less than two (2) hours of on-call compensation.


Section 4. Increments of Time

Time earned, credited and paid pursuant to Sections 1, 2 and 3 above shall be in increments of 15 minutes.

The above provisions will remain in effect for the term of this contract unless superseded by order of the Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY PROFESSIONAL
PEACE OFFICERS ASSOCIATION

By 
BRIAN MORIGUCHI
President, PPOA

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
WILLIAM T. FUJIOKA
Chief Executive Officer

By 
PAUL ROLLER
Executive Director, PPOA

APPENDIX A

RANDOM DRUG TESTING PROGRAMSECTION I. INTRODUCTIONA. Statement of Policy

Any illegal use of drugs by Criminalist, Forensic Identification Specialists and Criminalistic Laboratory Technicians would negatively affect morale and integrity in the workplace, endanger credible testimony, and significantly increase the risk of incurring civil liability.

In the interests of the County of Los Angeles, citizens, and the members of the Department, it shall be the policy of the Sheriff's Department to implement a random drug testing program.

All aspects of this drug testing program shall be on County time and paid consistent with the provisions of this MOU.

B. Frequency of Testing

All Sheriff's Department employees covered by this bargaining unit will be tested up to, but not more than, four times in a twelve month period

C. Confidentiality of Testing

Personnel subjected to drug testing shall be assigned a confidential test

identification number. The actual collection process shall be as discreet as possible and shall respect the dignity of the test subject.

D. The Drugs

The Department's random drug testing program may test for any of the drugs or classes of drugs listed below:

1. Amphetamines/Methamphetamine
2. Cocaine
3. Cannabinoids (Marijuana, THC)
4. Opiates (Heroin, Morphine, Codeine)
5. Phencyclidine (PCP)

The Sheriff reserves the right to delete drugs and classes of drugs from this list.

E. Test Methodology

The testing methodology will be based on a laboratory examination of a urine specimen. Specimen collection and laboratory examination are described in Section IV, Specimen Collection and Section V, Laboratory Analysis.

Laboratory analysis of urine specimens shall be restricted to those tests authorized by this policy to detect drug abuse. They shall not be used for other purposes, such as the analyses of physiological states or diseases (e.g., pregnancy, AIDS or cancer therapy).

F. Implementation

The drug testing program shall be implemented on September 1, 1992 for or as soon thereafter as this agreement is adopted by the County Board of Supervisors.

SECTION II. PROGRAM ORGANIZATION

A. Assignment

Responsibility for the day-to-day coordination of the Random Drug Testing Program shall be assigned to Operations Lieutenant in the LASD's Risk Management Bureau and Administrative Division in the Bureau. This responsibility will include the creation of computer-generated random selection test schedules, on-site specimen collection, delivery of specimens to the laboratory and the maintenance of such administrative and statistical records as may be needed. Statistics maintained on the number of tests administered and the number of positive tests shall be provided to the union within five (5) business days of the receipt of a written request by the union.

B. Captain, Risk Management Bureau

The Captain of the Risk Management Bureau, or the senior manager designated to temporarily act in his/her behalf is designated as the Department's Drug Abuse Program Director. The Captain shall have overall responsibility for all pre-employment and employee drug testing activities. It shall be the Captain's responsibility to direct the course and scope of such employee substance abuse

awareness programs as may be in operation. The Captain is also designated as the Department manager who shall be the contact point with the Medical Review Officer regarding his/her evaluation of any positive test results.

C. Medical Review Officer

The Medical Review Officer (MRO) shall be a licensed physician who has a knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information.

The responsibility for the assignment of the appropriately qualified physician and for ensuring his availability is that of the Director of Medical Services.

D. Collection Site Supervisors

Collection Site Supervisors are those persons assigned to Risk Management Bureau whose principle duties involve overseeing the on-site collection of test specimens. They shall supervise a male or a female assistant assigned to each team. Collection Site Supervisors operate with the direct authority of the Sheriff. They are empowered to command any employee of any rank to furnish a urine specimen as a random test selection schedule may dictate.

SECTION III. POSITIVE TEST RESULTS

A. Preliminary Determination

The Laboratory shall notify both the Medical Review Officer and the Drug Abuse Program Director whenever it confirms a positive test result. The Scientific Services Bureau (Laboratory) shall immediately send one copy of the subjects Laboratory Report and the sealed Pre-test Declaration form to the MRO.

The MRO will give a system number to the Program Director (not the test result). The Program Director will arrange an interview for the Medical Review Officer with the employee (employee's option). The Program Director will try to contact the employee utilizing the daytime telephone number designated by the employee on the pretest declaration form.

The MRO is authorized to terminate the process if he determines that the test result was caused by appropriate use of medication. He will then prepare a written report to the Program Director limited to his statement of conclusion. No further action will be taken.

If the MRO cannot close the case, he/she will contact the Program Director regarding the need for additional information in order to verify the employee's statements. The Program Director will immediately send an investigator to verify the facts presented by the employee without initiating a formal internal investigation. The information obtained by the investigator will be provided to the

Medical Review Officer. The Medical Review Officer will prepare a written report to the Program Director limited to a statement of conclusion if the additional information allows him/her to determine that the test results were caused by appropriate use of prescribed medication.

The Drug Abuse Program Director shall consult with the MRO on all other matters of positive test results. The decision to proceed with further administrative action is solely that of the Director. The Director in consultation with the MRO is empowered to resolve the matter upon his/her finding that a positive test has resulted from legitimate use or accidental exposure to drugs and no substantial impairment exists.

If the Director determines that further administrative action is warranted, he shall: (1) immediately advise the appropriate executive at the level of Division Chief or higher, and, (2) on behalf of that executive, direct Internal Affairs Bureau to conduct an administrative investigation; and (3) employee will be relieved of standard duty with pay (refer to Manual of Policy and Procedures 3-02/30.25, Censurable Conduct – Major Incident). The employee will be provided with a copy of documentation pertaining to test results as provided in Section V.,F herein.

B. Discipline

The Sheriff's Department policy forbids any of its members to use any controlled substances, narcotics, or hallucinogens except when prescribed by a physician for

an illness or injury. Moreover, Department policy forbids all members from willfully violating any Federal statute, State law or local ordinance. Members who violate any rules, regulations or policies of the Department or the County shall be subject to disciplinary action up to and including discharge.

C. Refusal to Provide Urine Specimen

Members who refuse to be tested when so required will be subject to disciplinary action up to and including discharge. Attempts by a member to alter or substitute any specimen will be deemed grounds for disciplinary action. In such instances, Internal Affairs will be requested to conduct an administrative investigation, including another drug test.

Note: Failure to provide a specimen within a reasonable period of time (usually not more than three (3) hours) may constitute a refusal to take a drug test.

SECTION IV. SPECIMEN COLLECTION

A. Notification of Selection

Urine specimen collection will be done at an employee's unit of assignment or, if not appropriate, Sheriff's Department facility, only. Collection personnel shall contact the appropriate Watch Commander or Senior Officer or appropriate Bureau Section Lieutenant or Supervising Investigator present and explain their presence. Then they shall determine the subject's availability.

The Watch Commander/Senior Officer or the Bureau Section Lieutenant/Supervising Investigator shall assist by arranging for test subject(s) to present himself/herself for testing. The Watch Commander/Senior Officer or the Bureau Section Lieutenant/Supervising Investigator shall also assist by locating and securing restroom facilities that best meet the requirements of the collection procedure.

If the test subject is not working (RDO, vacation, off sick, etc.), or is unavailable (Court, in the midst of a critical situation, etc.), the Collection Site Supervisor will test the subject upon return to the work site. Only the Watch Commander or Senior Officer, the Bureau Section Lieutenant or Supervising Investigator originally contacted may be made aware of the identities of any untested personnel. He/she shall assist in determining the point in time when the test subject will return to the work site.

B. Collection Site Privacy and Security

The actual collection process takes only a few minutes. However, because there must be rigorous controls for privacy, security and chain-of-evidence purposes, choosing the most appropriate restroom is crucial.

The restroom selected as a collection site shall be equipped with a sink to allow test subjects to wash their hands, a toilet, and be equipped with a stall for privacy.

During the specimen collection process, no unauthorized personnel shall be permitted in the restroom. The only authorized personnel are the test subject and the Collection Site Supervisor of the same sex. Another Collection Site Supervisor shall remain outside the restroom and shall bar entry for the time it takes to collect and package a specimen.

C. Subject Identification, Advisory Statement and Pre-Test Declaration Form

When the Collection Site Supervisor contacts a test subject, the subject shall be asked to present his/her Sheriff's Department or District Attorney's photo identification card. If the subject is unable to present proper identification, he/she must be identified by the Watch Commander/Senior Officer or Bureau Section Lieutenant/Supervising Investigator present.

The subject will also be asked to complete a Pre-test Declaration form (Attachment "A"). The form elicits information about recent use of prescription and non-prescription medications, and accidental exposure to controlled substances. The form shall contain the subject's right thumbprint and confidential test number. It is to be placed in a sealed envelope by the subject and given to the Collection Site Supervisor. The form will be destroyed without being reviewed if the test results are negative.

D. Chain of Custody

Test specimens shall be stored and transported using the same documented chain of custody and standard of care and safety applied to evidence throughout the Department and Bureau. Sealed specimen bottles shall be placed in a locked portable container and kept under the direct control of the Collection Site Supervisor until it leaves his or her custody. The Collection Site Supervisor may store the container in the most appropriate, authorized facility evidence locker. All such containers shall be picked up the next business day and transported to the Laboratory. Only Collection Site Supervisors and Laboratory personnel shall possess keys to the portable specimen container.

When a specimen is stored in a facility's evidence locker, all LASD or Bureau evidence handling procedure shall apply, including tagging the container and entering it into the LASD's Facility Master Property Ledger or the Bureau's Property Register. All such entries shall be listed as "Lab Container No. ____" showing the appropriate container number. No other written remarks about container contents or test subject identities shall be made. The Collection Log Sheet and Pre-test Declaration forms shall be locked inside the specimen container and, upon delivery to the Laboratory, both the transporting employee and the Laboratory employee authorized to receive the specimens shall open the container. They shall obtain the Collection Log Sheet and note their identities in the appropriate place on the form.

At this point, the Laboratory assumes custody of the specimens, Collection Log Sheets and sealed envelopes containing the Pre-test Declaration forms.

A copy of the test subject Collection Log Sheet shall be retained by the Collection Site Supervisor.

E. Collection, Integrity and Identification of Specimen

After a test subject has been properly identified, briefed about the reason for the test and has completed the Pre-test Declaration form, the mechanics of the collection process shall be explained. The Collection Site Supervisor shall require the test subject to remove any unnecessary outer garment (e.g., coats, jackets, etc.) and shall visually check for signs of concealed items that might be used to adulterate or substitute a sample. Personal belongings such as briefcases, purses, and weapons/holsters, etc., must remain with the subject's other outer garments. The subject shall retain control of his/her wallet.

The test subject shall wash and dry his/her hands prior to providing a urine specimen. There shall be no further access to water, soap, any chemical agent, or other materials which would be used to adulterate the specimen until after it has been provided.

The Collection Site Supervisor shall place a toilet bluing agent in the toilet bowl and, if the toilet is so equipped, in the reservoir tank. The purpose of this procedure is to deter the dilution of the specimen.

The test subject shall be required to provide a specimen in a large, wide mouthed, easily carried, plastic non-reusable cup, unobserved and in the privacy of a stall or otherwise partitioned area. Unusual behavior shall be noted by the Collection Site Supervisor on the Collection Log Sheet.

The test subject will be provided two LASD or Bureau approved specimen bottles (samples A and B). The containers will have affixed to them specially prepared labels showing the test subject's confidential identification number. The subject's right thumbprint will be rolled onto the labels by the Collection Site Supervisor. The subject shall then be ordered to provide a urine specimen and to divide it equally between the two bottles in the presence of the Collection Site Supervisor.

A minimum of 50 milliliters (1.7 fluid ounces) must be provided or the specimen will be considered incomplete. If the Collection Site Supervisor determines that there is an insufficient amount of urine (less than 50 milliliters total) in the specimen bottles, additional urine shall be collected. In this instance, the test subject shall remain under the supervision of the Collection Site Supervisor. The subject shall be asked to drink fluids to aid in urination and shall be allowed a reasonable amount of time to

furnish additional urine. When additional specimens are provided, third and fourth bottles shall be labeled, be affixed with another thumbprint label and be fastened to the original specimen bottles with clear tape.

Immediately after a specimen collection, the Collection Site Supervisor shall ensure the temperature is between 90 and 100 degrees Fahrenheit. The Collection Site Supervisor shall also inspect the specimen for signs of adulteration (e.g., contaminants, color, etc.). Unusual findings should be noted in the remarks section of the Collection Log Sheet.

In the presence of the Collection Site Supervisor the test subject, shall secure lids on the specimen bottles. The Collection Site Supervisor shall then seal the lids with evidence tape. If at the time of collection, there is reason to believe that the specimens have been diluted, adulterated, substituted, or in any way tampered with, the Collection Site Supervisor shall report the matter on the Collection Log Sheet. The Collection Site Supervisor may report those observations in writing to the lab, which may analyze the suspect specimens. The results of those analyses shall be reported in the written laboratory report to the MRO for further action, if any is needed.

SECTION V. LABORATORY ANALYSIS

A. Laboratory Management

The laboratory shall perform urine drug testing for the Department shall meet all analytical, quality assurance and quality control standards which are professionally accepted by laboratories which perform forensic urine drug testing.

B. Laboratory Receipt of Specimens, Chain of Evidence and Rejection Criteria

Samples received by the laboratory shall be signed in and processed by the Evidence Control Section. The samples will then be transferred to the Toxicology Section. Toxicology Section personnel will sign the chain of evidence log. Each sample shall be inspected for evidence of possible tampering. The employee confidential identification numbers will be compared with the numbers on the Collection Log Sheet serving as the chain of custody document (Attachment B). Any evidence of any tampering, or discrepancies in the identification numbers on the samples and Collection Log Sheet, or in the event that the seal is broken on either sample, that there is no identification number, or the ID number is illegible, or that a thumb print is missing or illegible on either sample, such shall be reported to the Drug Abuse Program Director and shall be noted on the Collection Log Sheet. Such specimens shall not be tested. (However, such specimen may be recollected.) All other samples will then be stored at the Laboratory.

C. Specimen Processing

Laboratory personnel will normally process urine specimens (sample A) by grouping them into batches. When conducting the screening test, every batch shall contain an appropriate number of standards for calibrating the instrumentation and a minimum of 10 percent controls.

Initial Screening Test

Current NIDA/SAMHSA standards in affect at the time of collection, and, for those drugs without a NIDA/SAMHSA standard, Attachment "C" shall be used for the immunoassay screening test which will be used to eliminate "negative" urine samples from further consideration. Detailed screening and quality assurance procedures are discussed in the Laboratory Procedural Manual.

Written documentation shall be maintained by the laboratory showing details of all the EMIT screening tests done under this program. These data may be reviewed by consultants to the Union. All samples that initially screen positive shall be stored in the locked employee Drug Testing freezer in the Toxicology Section until conformation studies by GC/MS are complete.

D. Confirmatory Test

Specimens which were initially screened and found to be positive shall be confirmed using gas chromatography/mass spectrometry (GC/MS) quantitative techniques.

Detailed confirmation and quality assurance procedures are discussed in the Laboratory's Procedural Manual.

Specimens shall be considered as positively confirmed if they fall above the cutoff levels listed below.

1. Amphetamines:

amphetamine	250 ng/ml
methamphetamine	250 ng/ml*

3. Cocaine metabolite(1) 100 ng/ml

4. Marijuana metabolite(2) 15 ng/ml

5. Opiates:

Morphine	2000 ng/ml
Codeine	2000 ng/ml
acetylmorphine**	10 ng/ml

6. Phencyclidine 25 ng/ml

*Specimen must also contain amphetamine at the concentrations of >200 ng/ml

** Conduct this test if specime contains morphine at a concentration >2000 ng/ml

E. Preparation of Laboratory Report - Negative Test Specimens

The laboratory shall prepare a report, by confidential test identification number, of

all specimens screened as negative. Concurrently, the laboratory shall return all sealed Pre-test Declarations accompanying negative test specimens for destruction by Risk Management Bureau. They will be destroyed within three days of receipt of negative test results. The Laboratory report listing negative test specimens may be transmitted by electronic means.

F. Preparation of Laboratory Report - Positive Test Specimens

In the event that a specimen is found to be positive by the GC/MS process, the Laboratory shall prepare a written report. The original report shall be retained by the Laboratory. One copy, along with the sealed pre-test Declaration Form, shall be sent to the Medical Review Officer.

The laboratory report shall contain the following information:

1. Employee confidential test identification number.
2. The drug identified.
3. The initial screening method.
4. The date screened.

5. The screening analyst's name.
6. The printed output from the immunoassay screening instrument pertaining to the batch of samples which includes the positive sample. That output will include the data from the relevant standards, blanks, quality control samples, and positive sample.
7. The confirmation method.
8. The date confirmed.
9. The confirming analyst's name and signature.
10. The graphs and reports pertaining to the gas chromatographmass spectrometer analysis of the relevant batch of samples and associated controls and quantitative standards.
11. The name and signature of the reviewing laboratory supervisor.
12. Collection Log Sheet.

Following confirmation, all positive urine samples are to be frozen and retained for a minimum of two (2) years by the Laboratory.

SECTION VI. REPORTING AND REVIEW OF RESULTS

A. Report of Laboratory Results

The Laboratory shall report the results of all positive drug tests within five (5) business days from collection of sample.

B. Medical Review

The Medical Review Officer shall conduct an in-depth review of all tests reported as positive by the Laboratory. The laboratory report will include all materials specified in part V, F, above. He/she shall review the test subject's Pretest Declaration and shall take such action as may be necessary to examine any alternate medical explanation for a positive test result. Such action may include a voluntary medical interview with the subject and a review of all medical records made available by the subject.

C. Employee Notification

If the MRO does not find appropriate medical justification for the positive laboratory findings, he/she shall prepare a written report to the Program Director. Upon notification to the employee of a positive finding, the employee shall be provided with the laboratory report (as described in part V, F. above) and the MRO's written report. The Employee also shall be provided with a written notice of his or her right to have the second sample (Sample B) independently tested and reviewed by an independent MRO.

D. Retesting

When the Laboratory has confirmed a positive test result, the Employee or his/her representative may request that a GC/MS test of Specimen B be conducted at an independent lab (refer to Appendix A for a list of laboratories).

If the test results are positive, an independent Medical Review Officer selected by the employee or his/her representative will review the findings and interview the employee (at his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation.

If the results of the first independent lab are negative, The Drug Abuse Program Director may request that GC/MS test of Specimens A and B be performed at a second independent lab (refer to Appendix A for the list of the laboratories).

If the test results from the second independent lab are negative, or if the Program Director elects not to have a second independent chemical test, no further action will be taken.

If the test results from the second independent lab are positive, an independent Medical Review Officer will review the findings and interview the employee

(at his/her option). The MRO will prepare an advisory report to be given to the Drug Abuse Program Director with a copy to the employee. Internal Affairs and the employee will be notified by the Program Director. A pre-disciplinary hearing (Skelly) may take place as a result of the investigation. The results of the third analysis (samples A and B) shall be deemed conclusive.

The Department shall pay for all such retesting.

However, results of drug tests not obtained within the specifications of the Drug Testing Program and not processed by a laboratory mutually agreed to by the union and management shall not be considered.

E. Referrals by the Medical Review Officer Not a Bar to Disciplinary Action

The Medical Review Officer may counsel the subject regarding follow-up care by competent medical authority and, if requested, furnish referrals.

Such actions by the Medical Review Officer shall not prohibit, or be considered as a replacement for, any disciplinary action by the LASD or the Bureau. Members having a positive drug test result shall remain subject to discipline up to and including discharge, irrespective of any counseling or treatment.

F. Audit Trail

Drug Testing results are inadmissible without audit trail showing compliance with each aspect of procedure. Burden of showing compliance is on the Department.

SECTION VII. FURTHER PROVISIONS

A. Hold Harmless and Indemnification Clause

The County agrees to indemnify and defend the employee organization from any liabilities which may arise as a result of the employee organization entering into this agreement. It is expressly understood that the County of Los Angeles shall choose the counsel, and have control of all phases and aspects of the litigation and the organization's defense including settlement, and that the employee organization shall cooperate in that defense. It is further understood that this indemnity and defense provision only applies to those claims where the legality or constitutionality of the Drug Testing Program or any part of that program is at issue. It does not extend to claims against the employee organization in which the legality or constitutionality of that program is not at issue. The County will not indemnify or defend the employee organization against any claim that the organization or anyone acting on its behalf improperly or negligently advised, represented, or performed services for an employee with respect to any event subsequent to the effective date of this agreement with respect to the Drug Testing Program, disciplinary proceedings arising from the program, or any other right or liability of the employee related to the program.

APPENDIX A

CONTRACT TOXICOLOGY LAB SERVICES

1. Quest Diagnostics Incorporated
Van Nuys, California
(818) 989-2520

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
CORONER INVESTIGATORS AND SUPERVISING CORONER INVESTIGATORS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 12th day of
November, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as AManagement@) of
the County of Los Angeles (hereinafter referred
to as ACounty@),

AND

LOS ANGELES COUNTY PROFESSIONAL
PEACE OFFICERS ASSOCIATION, (hereinafter
referred to as "Association")

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reaches as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the Employees Relations Ordinance of the County of Los Angeles and applicable State law, Los Angeles County Police Officers Association, hereinafter referred to as "Association" was certified on August 28, 2000, by County's Employee Relations Commission (Employee Relations Commission File No. DEC-18) as the majority representative of County employees in the Police Officer Representation Unit (hereinafter "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes the Association as the certified majority representative of the employees in said Unit.

The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit in the employee classifications comprising said Unit as listed in Article 7, SALARIES, as well as such classes as may be added hereafter by the Employee Relations Commission.

Section 2. Exclusive Recognition

Management agrees to recognize the Association as the exclusive representative of the employees in said Unit when County rules, regulations of laws are amended and the Association has shown it has met the requirements of any such new rules.

ARTICLE 3 NON-DISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, political or religious opinions or affiliations.

ARTICLE 4 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors as soon as possible. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the County Code required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of date of approval by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 5 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 4, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013.

This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 6 **RENEGOTIATION**

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve on the other during the period from April 1 to May 15, 2015, its written request to commence negotiations, as well as its written proposal for such successor Memorandum of Understanding. The written proposal may be amended during the period May 15, 2015, to June 15, 2015, to change or to include economic proposals concerning salaries and wages.

Upon receipt of such written notice and proposals, negotiations shall begin not later than June 1, 2015. Negotiations on an economic amendment concerning salaries and wages shall commence no later than July 1, 2015. An impasse shall be automatically declared if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 7 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1637	CORONER INVESTIGATOR	CURRENT	NM	89B	4690.73	6152.36
		10/01/2013	NM	89K	4784.55	6275.27
		10/01/2014	NM	90G	4880.00	6400.36
		04/01/2015	NM	91D	4977.09	6527.55
1636	CORONER INVESTIGATOR TRAINEE	CURRENT	NM	85B	4208.45	5519.73
		10/01/2013	NM	85K	4292.09	5629.55
		10/01/2014	NM	86G	4377.91	5742.09
		04/01/2015	NM	87D	4465.27	5856.64
1639	SUPVG CORONER'S INVESTIGATOR I	CURRENT	NM	92B	5088.73	6673.64
		10/01/2013	NM	92K	5190.55	6806.73
		10/01/2014	NM	93G	5294.00	6942.55
		04/01/2015	NM	94D	5399.09	7080.64
1642	SUPVG CORONER'S INVESTIGATOR II	CURRENT	NM	95E	5560.91	7293.36
		10/01/2013	NM	96B	5671.18	7438.55
		10/01/2014	NM	96K	5784.64	7586.91
		04/01/2015	NM	97G	5900.27	7738.55

Section 2. Step Advances

- a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. If no performance review is filed as defined in a. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his department in writing to issue a Performance Evaluation. The department head shall issue a performance evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his step advance anniversary date.

- c. Grievances arising out of this section shall be processed as follows:
 - (1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.
 - (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is

competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.
- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Association may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered all available salary and wage information and data, agree that the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.

ARTICLE 8 BONUSES/SPECIAL PAY PRACTICES

Section 1. Training Officer/and Canine Handler Bonus

The parties agreed that during the term of this Memorandum of Understanding that there will be designated by Management as bonus positions within the Coroner Investigator classifications in the Department of Coroner. Included in these positions shall be Training Officers, Boat Operators, Terrorist Early Warning Officers, and Canine Handlers. Bonus positions shall be compensated with a bonus of two (2) standard salary schedules (5-1/2%) above the salary schedule of the employee.

Canine Handlers should be peace officers in the Department of the Coroner and shall receive the bonus upon verification of any necessary certifications.

Section 2. Reimbursement o American Board of Medico Legal Death
Investigators (AMBDI) Certification

Upon the implementation of this MOU, The Department of the Medical-Examiner-Coroner shall reimburse employees, in the classification of Coroner Investigator series, the initial Board Certification fees upon obtaining the certification.

ARTICLE 9 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

A. Non-Exempt Employees

With Department Head approval, employees in this Unit may elect to work up to one hundred sixty (160) hours of FLSA overtime to be used as compensatory time off in lieu of pay. Compensatory time is accrued at the rate of one and one half (1 ½) hours for each hour of overtime worked in excess of 40 hours in the workweek. No more than two hundred forty (240) hours of FLSA compensatory time may be accrued by employees in this Unit. All FLSA overtime hours worked in excess of an employee's cap of one hundred sixty (160) accrued FLSA compensatory time off hours shall be paid.

Section 2. Usage of FLSA Earned Compensatory Time-Off

- A. An employee shall not be denied a timely request to carry over or take such time off. Requests for time off will be approved based on the needs of the service, as determined by Management, to ensure that such requests do not unduly disrupt departmental operations.

- B. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 200 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee as provided by the Fair Labor Standards Act rather than lost.

Section 3. Usage of Non-FLSA Earned Compensatory Time Off

- A. An employee shall not be directed by management to take compensatory time off without at least five (5) business days prior notice nor be denied a timely request to carry over. Requests for time off will be approved based on the needs of the service as determined by Management.
- B. Effective with the implementation of this MOU, with prior approval of Management, new accumulated compensatory time not used during the calendar year in which it is earned may be carried over for up to one (1) year, not to exceed 200 hours of new accumulated compensatory time. Compensatory time not used within the above period shall be paid to the employee at the straight time rate rather than lost.

Section 4. Savings Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public

agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit pending a request by either party to meet and confer regarding this article.

Section 5. Distribution of Overtime

Management shall assign overtime worked, including third party events, as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location. In the assignment of overtime under this provision, however, management may consider special skills required to perform particular work.

Section 6. Management Authority

It is agreed and understood that nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work, and it is further agreed that overtime will be ordered and worked only when required to meet the County's public service obligations.

Section 7. Work Week

The work week for employees in this Unit is 40 hours of work in a seven consecutive day period as defined by Management. Normally, the work schedule will consist of five - 8 hour work days, Monday through Friday.

ARTICLE 10 EMPLOYEE BENEFITS

The parties agree to recommend to the Board of Supervisors, for adoption and implementation by amendment to the County Code, the same provisions as those established for the Los Angeles County fringe benefit agreement. For purposes of this Section, it is agreed that such provisions are limited to retirement, long term disability, injury leave, health insurance, dental insurance, rental rates, bilingual pay, life insurance, sick leave, paying off time certificates, meal rates, vacation, bereavement leave, holidays, once-a-month paychecks, and workforce consultation committee.

The parties further agree that this Article shall be effective upon adoption by the Board of Supervisors of either this Memorandum of Understanding or the above designated provisions for the Coalition of County Unions, whichever occurs later.

Where the fringe benefits agreement provides for negotiations during or after the term of the fringe benefits agreement, the County will meet and confer with authorized representative of PPOA.

ARTICLE 11 CALL BACK

Whenever an employee is unexpectedly ordered by his Department Head or designated management representative to return to work following the termination of his normal work shift and departure from his work location, the employee shall receive a payment of four hours' pay at the rate of time and one-half of the employee's regular rate of pay. Work performed in excess of four hours will be compensated for in accordance with provisions of Article 8, Overtime. If an employee should complete work required, leave the work location, and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half pay as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his normal shift starting time, this shall be considered an early shift start and not a call back. Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

ARTICLE 12 STANDBY PAYSection 1. Standby

It is understood and agreed that employees in this unit who are assigned regularly scheduled periods of authorized standby service at off-duty times shall receive a 25 cents per hour bonus for such service to a maximum of \$90 per month.

Management shall specify at the beginning of each quarterly period commencing January 1, 1998, the number of employees by classification that are required to be available for standby work. Each employee within a department may specify to the department that such employee does not desire to be available for standby work. In the event an insufficient number of employees are available for such standby work, then the department may assign standby work to employees on the basis of the least senior employees in the department being so assigned.

No additional compensation for standby status shall be made since the employee placed on standby is not "unreasonably restricted" so defined by the Fair Labor Standards Act.

Section 2. On-Call Subpoena

Pursuant to the procedures established in cooperation with applicable courts, the parties agree that employees covered by this memorandum of Understanding who receive an on-call subpoena and remain on-call during off-duty hours for court appearances, shall

receive one-half their hourly rate, as defined by the Los Angeles County Code for their classification, for each hour that they are on-call including travel to court as a result of having received a call to appear. However, in no event shall an employee who receives an on-call subpoena, which is not cancelled prior to the date of the subpoena, be compensated for less than two (2) hours of on-call including travel to court. The on-call status will commence at the time for appearance specified in the subpoena, and will end when the employee is relieved from on-call status by the court or the Watch Commander at their unit, or upon arrival at the court in response to a call. It is further agreed that employees assigned to an evening or early morning shift, or those on their day off, shall, upon receipt of an on-call subpoena, notify the Watch Commander of their unit of their on-call status. Employees in an on-call status shall contact their Watch Commander by noon of the day set for appearance to confirm their status if they have not been contacted earlier. If the employee is on an on-call status at the end of the court day, the Watch Commander shall notify the employee at the end of the court day whether he/she is to remain on-call the following day. Employees receiving an on-call subpoena shall report to court only when called to appear. Employees who are called to appear in court on an overtime basis shall receive overtime compensation at the rate established for their classification.

Section 2. Must Appear Subpoena

Employees who are required to appear in court during off duty hours as a result of a must appear subpoena shall receive three (3) hours minimum plus actual time in court over two (2) hours (includes travel time and evidence pick-up).

Section 3. Increments of Time

Time earned, credited and paid pursuant to Sections 1 and 2 above shall be in increments of 15 minutes.

The above provisions will remain in effect for the term of this contract unless superseded by order of the Board of Supervisors.

ARTICLE 13 UNIFORMS

Section 1. Initial Issue of Uniform Clothing and Equipment

A. An initial issue of the following uniform, when required by Management shall be made to all newly appointed Investigators on a one-time-only basis:

- (1) Gear Bag
- (1) Digital Camera
- (1) LED Flashlight
- (1) Set of BDUs
- (1) Black Belt
- (1) Pair black leather boots
- (1) Pair fire boots (steel toe, shank)
- (1) Jacket
- (1) Helmet
- (1) Pair goggles/eye protection
- (1) Rain gear (jacket)
- (1) Reflective Vest

Section 2. Replacement and Return of Uniforms and Equipment

As the initial issue of items listed in Section 1 become damaged or obsolete, they shall be replaced by Management.

In the event any employee in the Unit terminates County service within six months of the issue of such uniforms and equipment items, he/she must return them to the County and in all cases upon termination from County service or transfer from one department to another department the employee must return all issued clothing and equipment listed in Section 1.

ARTICLE 14 JURY DUTY AND WITNESS LEAVESection 1.

During the time an employee is actually reporting to the Court for jury duty, and following receipt of "Certificate of Jury Service" (Jury form 4), the department head or his designate will convert the employee's usual shift to regular five-day Monday through Friday day shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his regular pay, provided he deposits his fees for service, other than mileage, with the County Treasurer.

Section 2.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his presence as a witness, unless he is a party or an expert witness, he shall be allowed the time necessary to be absent from work at his regular pay to comply with such subpoena, provided he deposits any witness fees, except mileage, with the County Treasurer.

ARTICLE 15 TRAINING

Management and the Association recognize the importance of appropriate training for employees within the Unit. Departmental Management will continue in-service training programs to meet this mutually desirable objective. Management will make information concerning new in-service training programs available to the Association prior to implementation.

ARTICLE 16 **PROMOTIONS**

In filling promotional vacancies, in accordance with Civil Service Rules, employees who are passed over in the selection for the available promotion will be advised of the reason(s) they were not selected for the available promotion by Management within ten (10) business days of the employee's request.

ARTICLE 17 BULLETIN BOARDS

Management agrees to provide adequate bulletin board space for the use of the Association in each area or facility employing more than (10) employees. The Association shall have the right to use such space to post information or materials concerning the following subjects:

- A. Association recreational, social and related news bulletins;
- B. Scheduled Association meetings;
- C. Information concerning the Association's elections or the results thereof; and
- D. Reports of official business of committees or the Board of Directors.

All other material which the Association desires to post shall first be approved by the authorized representative of the department providing the space.

ARTICLE 18 SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. The PPOA will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his PPOA representative to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within ten (10) working days PPOA representative may confer with the safety officer who will respond in writing within five (5) working days.

If the Association representative is not satisfied with the response of the safety officer, a PPOA representative may consult with the Chief of the Workers' Compensation and Occupational Health Branch of the Chief Executive Office or his designate. A representative of such branch shall investigate the matter and advise the department head and PPOA of his finding, and recommendation, if any. If PPOA is not satisfied with

the response of the Chief of Workers' Compensation and Occupational Health, the issue may be taken within ten (10) days to arbitration as set forth in the arbitration section of the grievance procedure.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain complete first aid kits at all work facilities and in all emergency vehicles.

Section 3.

Management and the Association mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973 and any other applicable provisions of law.

ARTICLE 19 WORK SCHEDULES

Section 1. Work Shift

Employees shall be scheduled to work shifts having regular starting and quitting times. Except for emergencies, employees' work schedules shall not be changed without written notice to the employee at least five working days before the change is to be implemented. In no event shall such schedules be established to deprive employees of payment for overtime.

Management upon request, will consult with the Association on any change of work schedules that affect a majority of the employees in the unit.

Section 2. Shift Assignments

Employees who desire to be assigned to a different shift may submit a request to their immediate supervisor. Requests will be considered according to shift availability and operational needs.

Section 3. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. Emergencies shall be defined as acts of God such as, but not limited to, earthquake or floods; other circumstances beyond the control of Management

such as fires or power failures; or an official emergency declared by the Board of Supervisors of the County of Los Angeles. However, such emergency assignments shall not extend beyond the period of such emergency.

ARTICLE 20 TRANSFERSSection 1.

Employees who desire to be transferred to a specific work location within their own department may submit a written request for transfer to their own department personnel office. Requests filed hereunder shall be valid for a period of one year from date of filing and must be renewed by the employee if he/she still desires to be considered for transfer beyond that date.

As openings occur, Management will review the requests for transfer currently on file. Those employees who have filed for transfer shall be reviewed in light of their performance and the requirements of the available opening. Management will then select one of the qualified employees to fill the vacancy, giving first consideration to the most senior employee. The employee selected shall be advised of his/her selection within five working days of the selection and will be transferred to his/her new assignment within 30 days of the date of selection.

When openings occur as a result of opening new facilities, the provisions of this Article shall be applied only to the degree practicable.

For purposes of this Article, seniority shall be based upon continuous service in the classifications within the department.

It is understood that this Article does not modify Management's right to promote an eligible employee who is working in the Unit or work location where the vacancy occurs.

ARTICLE 21 OUT-OF-CLASS ASSIGNMENT

Section 1. Definition

- A. For the purpose of this article, an out-of-class assignment is the full-time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.

- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall, upon the employee's or union's written request for relief, either:
 - appoint the employee according to Civil Service Rules;
 - return the employee to an assignment of his/her own class; or
 - pay the employee the bonus.

If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid.

If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid, or pay the employee the bonus.

The bonus begins 30 calendar days from the date of request for relief, and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control.

- B. Nothing in this article shall be construed as limiting Management's authority to make temporary, incidental assignments on higher rated classification work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 22 VACATION SCHEDULING

Vacation periods shall be scheduled by Management to provide adequate staffing. Such schedules shall be subject to the needs of County service.

Employees shall be entitled to take authorized vacations in accordance with the following procedures:

1. At least annually, Management shall prepare a vacation schedule for all employees in each facility.

2. In the case of a tie involving two or more employees, the opportunity to choose a vacation schedule will be given to the employee in the order of their County seniority.

ARTICLE 23 PERSONNEL FILES

An employee, or his certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental management regarding his work performance or conduct if such statement is to be placed in his personnel file. The employee shall acknowledge that he has read such material by affixing his signature on the copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his personnel file, an employee may request and have any written warnings and/or written reprimands issued more than two years prior removed from his personnel file except as such may be a part of an official permanent record.

ARTICLE 24 LEAVES OF ABSENCE

Section 1. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Chief Executive Office and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, and full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her physician may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Section 2. Employee Organization Leave

The Association may have not more than one (1) employee in the unit on leave of absence to accept employment with the Association. These leaves are subject to Civil Service Rules.

The employee must be an elected or appointed official or full time representative of the Association with a minimum of one (1) year's continuous employment with the County.

The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Association business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

ARTICLE 25 GRIEVANCE PROCEDURE

Within ninety (90) days of the adoption of this MOU by the Board of Supervisors the department will develop a departmental grievance form.

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

- A. Wherever used the term "employee" means either employee or employees as appropriate.
- B. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
- C. "Business Days" means calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

- A. The Association agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him at a mutually satisfactory time.
- B. Departmental management has the responsibility to:
 - 1. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - 2. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
- C. The Association agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

Section 4. Waivers and Time Limits

- A. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

- A. The employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent the employee in formal grievance meetings.

The grievant may be required by either party to be present in meetings with management for purposes of discussing the grievance.

- B. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting. The employee representative shall give his /her supervisor reasonable advance notice to ensure that his/her absence will not unduly interfere with departmental operations.

- C. An employee may represent his/her grievance to management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of management imposed limitations in scheduling meetings.

Section 6. The Parties' Rights and Restrictions

- A. Only a person selected by the employee has made known to management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
- B. If the employee elects to be represented in a formal grievance meeting, the department may designate a management representative to be present at such meeting.
- C. Management shall notify the Association of any grievance involving the terms and conditions of this Memorandum of Understanding.
- D. The Association representative has the right to be present at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

- E. If the Association representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a management representative to be present at such meeting.
- F. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 7. Procedures

Step 1. Supervisor

- A. Within 10 business days from the occurrence of the matter on which a complaint is based, or within 10 business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental management.

The employee shall submit two copies to his/her immediate supervisor and retain the third copy.

- B. Within ten (10) business days the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Middle Management

- A. Within ten (10) business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of management as previously indicated by the employee's department head. The department head has the authority to waive the middle management step if such a step is not appropriate because of the size of his/her department. The middle management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the middle management representative shall give a written decision and the reasons, therefore, to the employee using the original copy of the grievance. Upon request, a copy of the decision will be given to the union representative.

Step 3. Department Head

- A. Within ten (10) business days from his/her receipt of the decision resulting from the previous step, the employee may appeal to the department head using the original copy of the grievance.

- B. Within ten (10) business days from the receipt of the employee's grievance, the department head or his/her designated representative who has not been involved in

the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and given a written decision and reasons therefore to the employees. However, the department head or designate is not limited to denying a grievance for reasons stated at any previous step in the procedure. Upon request a copy of the decision will be given to the union representative.

- C. If the department head or his/her designated representative fails to give a decision within the specified time limit, the union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the department head or his/her designated representative shall be final.

Section 8. Arbitration

- A. Within thirty (30) business days from the receipt of the written decision of the department head, or his/her designated representative, the Association may request that the grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of

Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

1. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors' unless the arbitrator, in his/her discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
2. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, or suspensions of more than five (5) days of permanent employees, appraisals of promotability, or complaints involving alleged employment discrimination within the meaning of Civil Service Rule 25.
3. Competent or better performance evaluation, release of recurrent or temporary employees, examination and classification standards.

4. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- C. In the event the Association desires to request that a grievance, which meets the requirements of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County department head or officer affected.
- The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
- D. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators

provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance.

- E. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
- F. Prior to a hearing by an arbitrator, a representative of the County and the Association shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Association cannot jointly agree on a submission statement, then at a hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

- G. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- H. The decision of the arbitrator shall be binding upon the Association. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The Association may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
- I. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Purpose

Implementation

Term

Renegotiation

Discrimination

Safety and Health

Payroll Deduction and Dues

Leave of Absence for Union Business

Authorized Agents

Provisions of Law

ARTICLE 26 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 24, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. It is agreed that representatives of the Chief Executive Office, Employee Relations Division, and the Association, will meet and attempt to implement the procedure within sixty (60) business days from the implementation date of this Memorandum of Understanding.
- The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:

- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel except for in-house staff counsel and 3) there will be no post hearing briefs.
- 6. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
 - 7. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
 - 8. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony and/or arguments. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.

9. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
10. The decision of the arbitrator shall be binding upon the Association. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.
11. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
12. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Non-Discrimination
 - Implementation
 - Term

Renegotiation

Safety and Health

Payroll Deductions and Dues

Leave of Absence for Association Business

Authorized Agents

Provisions of Law

ARTICLE 27 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between the Union and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolve, the following procedures are agreed upon.

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based or within ten (10) business days from its knowledge of such an occurrence where the Union has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, the Union may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the department heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within five business days of such meeting, and in the event the matter is not satisfactorily resolved, the Union shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter.

For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his authorized representative.

- C. Within ten business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection B of Article 25 the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 25 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 25 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees. Accordingly, the parties agree that the procedures set forth herein shall not be

implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 25 hereof.

ARTICLE 28 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made, or who is subject to an automatic Fair Share Fee or agency fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Association by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2: Security Clause:

Any employee in this unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues during the period September 1st through September 30th, in any year of the contract, by notifying the Union of their termination of Union dues deduction. Such notification shall

be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. In the event an employee utilizes this clause the fair share/religious objection provisions of this article shall govern.

Section 3. Agency Shop Election

If at any time during the term of the Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall pay for the costs of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union Shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter the Union shall notify all employees in the

Bargaining Unit that they will be required, as a condition of continued employment, to pay the Union a service fee as provided in G.C. 3502.5(a)

If the majority of the employees in the Bargaining Unit, who vote , do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term Agency shop means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)3 of the Internal Revenue Service Code.

Section 5. Religious Objections

An employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee

organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 6. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

Section 7. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 of this Article shall prevail. There shall be only one election during the term of this agreement.

Section 8. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use

of agency fees as provided for in Chicago Teachers Union Local No. 1, AFT, AFL-CIO et al. V. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

Section 9. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues; Fair Share Fee, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County-Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 10. Employee Lists

The County will furnish the Union with a monthly list of employees in the Bargaining unit. The employee list shall contain the name, employee number, date of hire into the Unit, Classification Title, Item Number, Item Sub, Item Step, Salary Rate, Work location, latest hire date and job appointment date of all employees who enter the Bargaining unit and who are covered by this Memorandum of Understanding. This employee list shall be provided to the Union at a cost to be determined by the Auditor-Controller.

Such lists shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. This monthly lists shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 11. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 29 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall promptly forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he is willing to accept an adjustment on the following payroll warrant if he does not request a corrected or supplemental warrant within two calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll clerk may arrange with the Auditor-Controller for the employee to pick up his supplemental or corrected check at the Auditor's public counter.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such

overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee to the Auditor-Controller's designate, Management will establish a reasonable method of repayment.

ARTICLE 30 STAFF ACCESS

Authorized Association representatives shall be given access to non-security and non-patient work locations during working hours to conduct Association business with employees. Within 30 days of execution hereof, the Association shall give to each concerned department head, or his authorized representative (hereinafter referred to as the "Department Head"), a written list of all such authorized representatives, which list shall be kept current by the Association. Authorized Association representatives desiring access to work locations hereunder shall give the department head (unless mutually agreed) 24-hour prior notice.

In the exercise of access rights, the Association agrees its representatives will not interfere with work operations.

ARTICLE 31 IDENTIFICATION OF EMPLOYEES

Section 1. Employee Lists

A master list is a list of the names of all employees in the classifications comprising this unit as listed in Article 7. Such master list may be furnished by Management when requested by the Association no more than four times a year, it being understood that the Association shall pay to County the cost of preparation of such master lists at the rate to be determined by County's Auditor Controller.

Section 2. Association Information

Management will make available to each new employee entering the unit a card currently furnished by the Association written as follows:

Professional Peace Officers Association has been certified as your majority representative. The Association is certified to represent you in negotiations with the County on salaries, hours of work and other conditions of employment.

If you want information, or if you wish to join the Association on non-County time, contact:

Professional Peace Officers Association
188 E. Arrow Highway
San Dimas, California 91773
Phone Number: (323) 261-3010

ARTICLE 32 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption, or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in the said Government Code.

ARTICLE 33 PARKING

County Management will make every reasonable effort to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicles for transportation to their work location.

County Management will make every effort to provide safe and free parking facilities at parking lots nearest the employee's work location for evening and night shift personnel.

ARTICLE 34 **PRODUCTIVITY ENHANCEMENT**

The parties mutually agree to work together to develop employee incentive plans which will increase productivity and reward employees with a share of the gains. The parties further agree to develop wellness programs in accordance with the Fringe Benefits Memorandum of Understanding which may also result in monetary incentives for employees.

ARTICLE 35 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Association nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 36 FULL UNDERSTANDING, MODIFICATION, WAIVERSection 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for management to make changes in rules or procedures affecting the employees in the unit. Where management finds it necessary to make such change it shall notify the Association indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Association requests to negotiate with management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the unit, (b) all the employees with a department in the unit or (c) all of the employees within a readily identifiable occupation.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of management to make necessary changes required during emergencies. However, management shall notify the Association of such changes as soon as practicable.

Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 37 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Association, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Association fails to exercise good faith in halting the work interruption, the Association and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 38 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws; Federal and State regulations; the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, regulations or rules, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 39 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commission, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 40 LAYOFFS

Layoff procedures shall be flowed according to appropriate Los Angeles County Civil Service Rules.

When advance notice is available on the impact of pending changes it will result in layoffs. Management will, upon request, attempt to train the affected employees for other positions whenever possible. To be selected for such training, employees must have received at least a competent rating on their last performance evaluation.

Employees who successfully complete such training will be given first opportunity to qualify for other positions.

Management agrees to make a reasonable effort to place permanent employees in departmental vacancies when Management determines that these employees are fully qualified for such vacancies.

The Depart of Human Resources shall prepare a listing of employees affected by the layoff and when sufficient advance notice is available, Management shall give such list to the appropriate PPOA representative prior to the layoff. A Chief Executive Office, Human Resource designate may consult, based upon appropriate Civil Service Rules, on the accuracy of the list with a PPOA representative. Complaints arising from layoff arranged for as provide herein shall be handled by appropriate Civil Service procedures.

ARTICLE 41 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Association of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Association to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department or another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 42 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

- B. PPOA's principal authorized agent shall be the President or his duly authorized representative. (Address: 188 E. Arrow Highway, San Dimas, CA 91773. Telephone: (323) 261-3010.

ARTICLE 47 CORONER JOINT LABOR-MANAGEMENT MANUAL
COMMITTEE

Section 1.

During the term of this MOU, the parties agree to establish a Joint Labor/Management Policy Manual Committee to assemble a written Policy and Procedure Manual for the Investigations section to the Coroner's Department.

Section 2.

The Joint Labor/Management Policy Manual Committee shall consist of two executive/management representatives designated by the Chief and/or Assistant Chief of Investigations, and (2) employee representatives designated by the PPOA President. During the term of this MOU, the Joint Labor/Management Policy Manual Committee shall meet monthly or upon request of either party, unless the parties mutually agree otherwise. Meetings shall commence in January 2010.

Section 3.

The parties agree that the committee will work together to produce a written document that will, in its final form, serve as a Policy and Procedure Manual for the Investigation section of the Coroner's Department. The Policy and Procedure Manual shall be completed by November, 2010, unless labor and management agree otherwise.

ARTICLE 48CORONER JOINT LABOR-MANAGEMENT ADVISORY
COMMITTEESection 1.

During the term of this MOU, the parties agree to establish a Joint Labor/Management Advisory Committee to discuss issues, which may include, but are not limited to workplace safety and equipment.

Section 2.

The Joint Labor/management Advisory Committee shall consist of the Chief and Assistant Chief of Investigations for the Coroner's Department and two (2) employee representatives designated by the PPOA President. During the term of this MOU, the Joint Labor/management Committee shall meet, upon request of either party, up to four (4) times annually, unless the parties mutually agree otherwise.

Section 3.

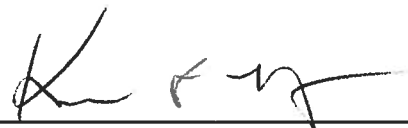
The parties agree that the Committee may make advisory recommendations to management for consideration. Such recommendations shall be presented to the Chief and Assistant Chief of the Investigations of the Coroner's Department. The Committee will be provided with a response within thirty (30) days of the Chief or his designee's receipt of any such advisory recommendations from the Committee.

Section 4.

The parties agree that the Committee will be initiated as soon as possible after execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Memorandum of Understanding the day, month and year first above written.

LOS ANGELES COUNTY
POLICE OFFICERS ASSOCIATION
AUTHORIZED REPRESENTATIVES

By 
BRIAN MORIGUCHI
President, PPOA

By 
PAUL ROLLER
Executive Director, PPOA

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
WILLIAM T FUJIOKA
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
PROBATION DIRECTORS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 12th day of
November, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County"),

AND

LOCAL 1967, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, (hereinafter referred to as
Local 1967, AFSCME" or "AFSCME", or
"UNION").

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ARTICLE 1 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the County Board of Supervisors.

ARTICLE 2 RECOGNITIONSection 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Professional Managers Association of Probation Directors was certified on December 16, 2008, by the County Employee Relations Commission as the majority representative of County employees in Bargaining Unit 703 (Probation Director Item #8620, Assistant Probation Director Item #8612, Services Director Probation Item #8028, and Head Central Records Probation Item #1186) previously found to be an appropriate unit by the Employee Relations Commission. Management hereby recognizes the PMA as the certified exclusive bargaining representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by the County in said Unit.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date of Board of Supervisors' approval. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Notwithstanding the above, the provisions of Article 15, Management Rights, which differ from Section 5 of the Employee Relations Ordinance, shall be implemented only by mutual agreement of the parties.

ARTICLE 4 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. PMA's principal authorized agent shall be its President (Address: c/o AFSCME – Local 1967 Post Office Box 7974, Mission Hills, CA 91346-7974, Telephone: (562) 587-5509.

ARTICLE 5 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither PMA nor Management, nor their authorized representatives will appear before the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of PMA and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or disability status or other factors not directly related to the successful performance of the job.

ARTICLE 7 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on the date the Board of Supervisors approve the MOU. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 8 RENEGOTIATION

In the event either party hereto desires to negotiate the provisions of a successor Memorandum of Understanding, such party shall serve upon the other, its request to commence negotiations, as well as its initial written proposals for such successor Memorandum of Understanding during the period May 15 to May 31, 2015.

Negotiations shall begin no later than June 15, 2015. If full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by July 31, 2015, an impasse shall be automatically declared on those issues which remain in dispute unless the parties mutually agree to continue negotiations.

ARTICLE 9GRIEVANCE PROCEDURESection 1.

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2.

1. Wherever used the term “employee” means either employee or employees as appropriate.
2. “Grievance” means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. “Business Days” mean calendar days exclusive of Saturdays, Sundays, and legal holidays.
4. Immediate Supervisor means the immediate supervisor of the grievant.
5. “Grievant” means a bargaining unit member.

Section 3. Responsibilities

PMA agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. Most problems or complaints can be settled if the employee will promptly, informally and amicably discuss them with his/her supervisor. This desired initial discussion should ideally precede any use of the formal grievance procedure.

1. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the supervisors department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.
2. The PMA agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested. If the grievance is returned to the employee, Management will state in writing the reasons for the return.

Section 4. Waivers and Time Limits

1. A grievance must be initiated on a Departmental Grievance Form within 10 business days of the occurrence of the matter on which the grievance is based.

2. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
3. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
4. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance may be subject to reconsideration by mutual agreement.
5. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

1. The employee has the right to the assistance of one representative to represent the employee in formal grievance meetings with Management.
2. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent him/herself from his/her duties to attend a grievance meeting.

The employee representative shall give his/her supervisor reasonable advance notice, no less than 24 hours' notice, to ensure that his/her absence will not unduly interfere with Departmental operations.

3. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
4. PMA agrees to encourage an employee who files a formal written grievance to state clearly and concisely the specific action being grieved, the article(s) violated and the specific remedy requested.
5. Only County employees who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses by the grievant. Such witnesses may attend formal grievance hearings on paid County time.

Section 6. The Parties' Rights and Restrictions

1. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative during the grievance meeting.

2. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. The PMA representative has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.
4. If the PMA representative elects to attend any formal grievance, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedures

Level 1.

- A. A grievance must be initiated on a Departmental Grievance Form within ten (10) business days of the occurrence of the matter or of learning of the occurrence of matter on which the grievance is based. The matter must be stated clearly and the grievant must propose a remedy. The employee shall submit an original and two copies of the Grievance Form to his/her immediate supervisor and retain one copy.

- B. The Level 1 grievance is reviewed, evaluated, and decided by the employee's immediate supervisor. The Level 1 supervisor will arrange a meeting date and location with the employee and/or the employee's representative, within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and a completed Grievance Response Form – Level 1, will be returned to the employee within ten (10) business days. Supervisors should complete the Level 1 process within the specified time period unless there has been a mutually agreed upon time waiver.
- C. A Level 1 grievance may be denied due to the fact that it is not within the scope of authority of the supervisor to grant the requested remedy. A Level 1 supervisor may grant or deny, in part or in its entirety, an employee's grievance.

Level 2.

- A. If the grievance is denied in whole or in part at Level 1, or if the employee is not satisfied with the Level 1 response, review may be sought at Level 2. Within ten (10) business days from receipt of the Level 1 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms – Level 1 to the named Level 2 supervisor. The Level 2 supervisor shall be supervisor of the Level 1 supervisor. The Level 2 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the

completed Grievance Response Form – Level 2 will be returned to the employee within ten (10) business days. The Level 2 meeting should be completed within the specified time period unless there has been a mutually agreed upon time waiver.

Level 3.

- A. If the grievance is denied in whole or in part at Level 2, or if the employee is not satisfied with the Level 2 response, review may be sought at Level 3. Within ten (10) business days from receipt of the Level 2 response, the employee shall submit the original and one copy each of the Grievance Form and the Grievance Response Forms – Level 2 to the named Level 3 supervisor. The Level 3 supervisor shall be the department head or his designated representative. The Level 3 supervisor will arrange a meeting date and location with the employee and/or the employee's representative within ten business days from the receipt of the grievance. After the grievance meeting, the original Grievance Form and the completed Grievance Response Form – Level 3 will be returned to the employee within ten (10) business days. The Level 3 meeting should be completed within the specified time period unless there has been a mutually agreed upon time waiver.

Section 8. Arbitration

- A. Within ten (10) business days from the receipt of the written decision of the department head or his designated representative, an employee, only if he/she is represented by PMA, may request that the grievance be submitted as provided for hereinafter.
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding and which are brought by an employee who was represented by PMA in all steps of the grievance procedure may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
1. The interpretation, application, merits or legality of any State or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such State or local law in order to resolve the grievance which has been submitted to the arbitrator;
 2. The interpretation, application, merits or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations

may appeal to or request review by said Civil Service Commission including but not limited to discharges, reductions and discrimination; nor

3. The interpretation, application, merits or legality of the rules or regulations of the department, the Chief Executive Office or any other County department, agency or commission unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator;
4. Any subject matter relating to County-sponsored employee group Insurance plans that could impose on the carrier, the provider or the County, an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier to provider;
5. In the event PMA desires to request that a grievance which meets the requirements of Section 8, Paragraph (ii) hereof be submitted to arbitration, PMA shall within the time requirements set forth above send a written request for arbitration to County's Employee Relations Commission which request shall;
 - a. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration;

- b. The parties shall select an arbitrator by mutual agreement and recommend to the Employee Relations Commission that the individual be appointed for the purpose of conducting the arbitration proceeding. In the event the parties cannot agree on choice within thirty (30) working days from date of receipt of the request of arbitration, the parties shall request that the Employee Relations Commission provide them with a panel of five arbitrators. Upon receipt of the Employee Relations Commission panel, the parties shall alternately strike one name each from the panel and the last name left will be appointed as the arbitrator in the case by the Employee Relations Commission;
 - c. Arbitration procedures conducted under the authority of the Section shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties to the case.
- 6. Arbitration of grievances hereunder will be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee

Relations Commission unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including but not limited to fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration will be the responsibility of the individual party involved.

7. Prior to hearing by an arbitrator, a representative of the County and PMA shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and PMA cannot jointly agree on a submission statement, the arbitrator shall determine the issue(s) to be resolved.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon PMA. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such

legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. PMA may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of the Memorandum of Understanding.

10. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature, and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 9, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 9, Section 8, can be submitted to grievance mediation. Both PMA and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or PMA may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.

5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, PMA, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.
6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11 UNION REPRESENTATION – PMA

It is agreed by the parties to the Memorandum of Understanding that the PMA may designate one Grievance Representative for each departmental bureau. Additionally, the PMA may designate one alternate per bureau in the event the recognized Grievance Representative is absent. PMA shall provide and keep current a written list of the Names of Grievance Representatives and alternatives who have been selected as a PMA Grievance Representative and alternate with Probation's Employee Relations and Human Resources divisions.

PMA Grievance Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process formal grievances without loss of pay or benefits of any kind. PMA Grievance Representatives, when leaving their work locations to conduct such investigations or processing, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be granted promptly unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay. If such permission cannot be granted promptly, the PMA Grievance Representative will be immediately informed when time will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays after the time of the PMA representative's request unless otherwise mutually agreed to.

Upon entering a work location, the PMA Grievance Representative shall inform the cognizant supervisor of the nature of the union representative's business. Permission to leave the job will be granted promptly to the employee involved unless such absence would cause an undue interruption of work.

Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of delay. If the employee cannot be made available, the PMA Grievance Representative will be immediately informed when the employee will be made available. Such time will not be more than 24 hours, excluding Saturday, Sunday, and holidays, after the time of the union representative's request, unless otherwise mutually agreed to.

PMA agrees that a PMA Grievance Representative shall not log compensatory time for the time spent performing any function of a steward/PMA representative.

ARTICLE 12 • EXPEDITED ARBITRATION

1. This is an ^oalternate to the procedure set forth in Section 8, Arbitration, of Article 9, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by outside counsel except for in-house staff counsel and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other Executive processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Purpose

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

ARTICLE 13 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that PMA dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this unit who have authorized PMA dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the unit may terminate such PMA dues during the period of August 10 through August 31, 2015, by notifying the PMA of their termination of PMA dues deductions. Such notification shall be by certified mail to the President of the PMA and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name from which said dues deductions are to be canceled.

Section 3. List of New Employees/Separations

Upon payment of initial programming costs, as determined by Auditor-Controller, management shall provide the union with access to employee lists via internet on a monthly basis.

The County will furnish the PMA with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 4. Indemnification Clause

The PMA agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 14 MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 15 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

Section 1.

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this agreement as provided in Section 2 of this Article.

Section 2.

It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this agreement.

It is recognized that during the term of this agreement it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit.

Where Management finds it necessary to make such change it shall notify the Union indicating the proposed change prior to its implementation.

Where such change would significantly affect the working conditions of a significantly large number of employees in the Unit; where the subject matter of the change is subject to negotiations pursuant to the Employee Relations Ordinance and where the Union requests to negotiate with Management, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the employees in the Unit.

The phrase "significantly large number" shall mean (a) a majority of the employees in the Unit, (b) all the employees within a department in the Unit, or (c) all of the employees within a readily identifiable occupation such as Probation Directors.

Any agreement, resulting from such negotiations shall be executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors. If the parties are in disagreement as to whether any proposed change is within the scope of negotiations, such disagreement may be submitted to the Employee Relations Commission for resolution.

In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted as an impasse to the Employee Relations Commission.

Section 3.

Nothing herein shall limit the authority of Management to make necessary changes required during emergencies. However, Management shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 4.

Where Management makes any changes in working conditions because of the requirements of law, including ordinances adopted by the Board of Supervisors, the County shall not be required to negotiate the matter or manner of compliance with such law where the manner of compliance is specified by such law.

Section 5.

The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 16 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, including the Americans with Disabilities Act, State and County laws and regulations, the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 17 EMPLOYEE LISTS

Within sixty days from the effective date of this Memorandum of Understanding, Management shall provide PMA with a monthly list of the names of all employees in the Unit.

Management will make available to each new employee entering the Unit a card furnished by the PMA, written as follows:

PMA has been certified as your majority representative. PMA is certified to represent you in negotiations with the County on salaries, hours of work, and conditions of employment.

If you want information, or if you wish to join PMA, call (562) 587-5509.

Los Angeles County

Professional Managers Association

AFSCME – Local 1967

Post Office Box 7974

Mission Hills, CA 91346-7974

ARTICLE 18 EMPLOYEE RIGHTS IN THE EVENT OF
TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise PMA of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. Prior to the release of a Request for Proposal (RFP), the Department shall provide a copy of the RFP to the PMA and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the Union within ten (10) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood that Management shall have no obligation to negotiate the decision of any reorganization by the County during the

life of this agreement. Management acknowledges an obligation to negotiate the impact on wages, hours, and working conditions of the employees in this bargaining unit insofar as such subjects are not set forth in Memoranda of Understanding or Civil Service Rules.

ARTICLE 19 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns or picketing shall be caused or sanctioned by PMA or any person acting on its behalf and PMA agrees not to sanction any such activity by its members, and no lockouts shall be made by the County.

In the event any employees^b covered by this agreement, individually or collectively, violate the provisions of this Article and PMA fails to exercise good faith in halting the work interruption, PMA and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 20 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's official personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her official personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

ARTICLE 21 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 3. Unpaid Employee Organization Leave

PMA requests for employee organizational leave for at least thirty (30) continuous calendar days or more shall be made in writing to the CEO/Employee Relations Division and to the affected Department at least ten (10) business days in advance of the leave. PMA may not have more than two (2) employees in the Bargaining Unit on leave of absence to accept employment with PMA. These leaves are subject to the Civil Service Rules.

The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct PMA business as it is related to County functions. The leave shall be without County pay or benefits of any kind. In no case shall an individual employee's leave extend beyond a year.

Section 4. Family Leave

A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act (FMLA) of 1993. The FMLA Policy Guidelines are available online for review and downloading.

“Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA.”

- B. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability.
- Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- C. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or his/her designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee

is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6. Bereavement Leave

The provisions of Los Angeles County Code Section 6.02.080 regarding Bereavement Leave shall apply to employees in Bargaining Unit 703.

Section 7. Military Leave

The provisions of Los Angeles County Code Section 6.20.080(c) and applicable law, shall apply to employees in Bargaining Unit 703.

ARTICLE 22 EMPLOYEE PAYCHECK ERRORSSection 1. Underpayments

Management will rectify a significant underpayment on the employee's payroll warrant within three (3) calendar days, exclusive of Saturdays, Sundays, and legal holidays, after receipt by the Auditor-Controller of a written request from the affected employee's departmental payroll section. An affected employee's departmental payroll section shall within one (1) business day forward a written request for a corrected or supplemental pay warrant for the affected employee to the Auditor-Controller. An employee shall be deemed to have waived the above indicated time limits, and to have indicated that he/she is willing to accept an adjustment on the following payroll warrant if he/she does not request a corrected or supplemental warrant within two (2) calendar days after receipt of the regular payroll warrant, exclusive of Saturdays, Sundays, and legal holidays.

Corrected or supplemental warrants will be sent by regular County messenger service to the employee's departmental payroll section. In emergencies the departmental payroll section will arrange to have the supplemental or corrected warrant either hand delivered to the employee or picked up by the employee at the Auditor's public counter.

The provisions of this section may be implemented even if the employee cashes the payroll warrant.

Section 2. Overpayments

Management will endeavor to notify the affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee Management will establish a reasonable method of repayment. County agrees to determine the feasibility of having an affected employee repay an overpayment with accumulated benefits that the employee would be entitled to at termination of employment. County agrees to consult with the PMA on this issue within 90 days after implementation of this MOU, in accordance with the Employee Relations Ordinance (5.04.090(A)).

Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

Section 3. Grievances

Any grievances regarding this Article shall be processed beginning with level 3 of the Grievance Procedure.

Section 4. Notice

In the event an employee incurs a significant underpayment in his/her payroll warrant and it is determined that the underpayment is due to an error on the part of the County, Management agrees, upon a formal written request from the employee, to provide a standardized letter that states the reason(s) the affected employee's payment was late.

Section 5. Garnishments

Management shall notify the affected employee of a garnishment of wages and the amount of percentage to be garnished promptly upon receipt by the County of an order to garnish.

ARTICLE 23 EMPLOYEE PARKING

Section 1. Safe and Adequate Parking

County Management will continue to make reasonable efforts to provide adequate free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location, unless otherwise required by AQMD regulations or law.

ARTICLE 24 HEALTH AND SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. PMA will cooperate by encouraging all employees to perform their work in a safe manner. Employees are encouraged in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to correct them whenever possible and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors. The immediate supervisor will respond within five (5) business days.

If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee or the employee's representative may submit the matter in writing to the local facility safety officer or the departmental safety officer, if there is no local safety officer. The safety officer will respond within five (5) working days.

If the employee or the employee's representative is not satisfied with the response of the safety officer, PMA may consult with the Chief Executive Office Risk Management Division. A representative of such branch shall respond to the Department Head and PMA within ten (10) days.

If PMA is not satisfied with the response of the Chief Executive Office Risk Management Division, the issue may be taken within ten (10) days to arbitration as set forth in Article 9.

Management shall make available the name and work telephone number of each safety officer/representative in each department and/or work facility. This list will be updated as required.

Section 2. First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to update and to maintain complete first aid kits at all work facilities and to ensure said kits are accessible to employees.

Section 3.

Management and PMA mutually agree that Safety and Health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973.

Section 4.

The parties agree to recommend to the Los Angeles County Labor-Management Advisory Committee on Productivity Enhancement that the committee place employee safety and security on its agenda as an item for consideration.

ARTICLE 25 WORK RELEASE FOR NEGOTIATIONS

It is the intent of the parties to engage in good faith negotiations and endeavor to reach agreement on a successor Memorandum of Understanding.

The Chief Executive Office/Employee Relations Division will meet and consult with PMA thirty (30) calendar days prior to the commencement of negotiations for the purpose of obtaining information to ensure the release of a reasonable number of departmental employee representatives to attend and participate in successor contract negotiations.

For employees working on an evening or night shift the Chief Executive Office/Employee Relations Division will coordinate temporary work schedule/shift changes with the Department subject to operational considerations to facilitate negotiations for a successor MOU.

The parties shall be guided by past bargaining practice and ERCOM decisional precedent in releasing employee representatives to attend contract negotiations.

PMA shall provide a final list containing the names of the bargaining committee members (regular members and alternates) to the Chief Executive Office/Employee Relations Division at least thirty (30) days prior to the commencement of negotiations.

ARTICLE 26 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, PMA representatives shall be notified of and participate in new employee orientation on County time for the sole purpose of providing employees information regarding PMA membership.

This Article shall be subject to advisory arbitration.

ARTICLE 27 WORK ACCESS

Authorized PMA representative(s) shall be given access to work locations during working hours to investigate and process grievances, observe working conditions and post bulletins on bulletin boards. PMA representatives desiring access to a work location hereunder shall state the purpose of the visit and request from the Department Head or his/her designate, authorization for a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice. PMA agrees that its representatives will not purposely interfere with operations of department or any facility thereof.

PMA shall give to each Department Head and the Chief Executive Officer of the County of Los Angeles a written list of all authorized representatives, which list shall be kept current by the PMA. Access to work locations will only be granted to representatives on the current list.

ARTICLE 28 BULLETIN BOARDSSection 1.

Management will furnish adequate bulletin board space to the PMA, where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available. Bulletin board space will be visible and accessible.

The boards shall be used for the following subjects:

- A. PMA recreational, social and related PMA news bulletins;
- B. Scheduled PMA meetings;
- C. Information concerning the PMA elections or the results thereof;
- D. Reports of official business of the PMA, including PMA Newsletters, reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the Department Head. The designated representative must either approve or disapprove a request for posting within twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provision of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Section2.

The parties agree to meet and consult on the subject of Electronic Bulletin Boards within ninety (90) days of the Board's approval of the MOU.

ARTICLE 29 JOINT LABOR MANAGEMENT COMMITTEESection 1.

The parties agree to establish a Joint Labor/Management Committee in the Probation Department to meet regarding employee relations matter in accordance with Employee Relations Ordinance 5.04.090

- A. The purpose of the joint labor management committee is for the Probation Department and the PMA to establish a forum for Labor and Management to regularly meet and jointly discuss issues concerning bargaining unit members.

Section 2.

The Joint Labor/Management Committee shall consist of three (3) representatives designated by the PMA. The Chief Probation Officer or his Chief Deputy shall designate three (3) management representatives to be on the committee. Upon request of either party, a representative from the Chief Executive Office Employee Relations Division may attend Joint Labor Management Committee meetings.

Section 3.

The Joint/Labor Management Committee shall meet up to six times annually, upon written request of either party, or more frequently by mutual agreement, during working hours, on County paid-time, to discuss issues which include, but are not limited to, training, promotional opportunities, attendance at seminars, working conditions and/or other departmental operational matters.

Section 4.

The Committee shall develop its internal procedures, including scheduling meetings agenda, dates, times, and locations.

The Committee may also make advisory recommendations to the Chief Probation Officer, or his designated representative, for consideration.

ARTICLE 30 SALARIES/MAPP TIER II PROBATIONSection 1. Recommended Salary / MAPP Participants

Parties agree that MAPP participants in this unit shall continue to receive compensation (salary) and be subject to applicable provisions of the Management Appraisal and Performance Plan (MAPP) as provided for in the County Code, including but not limited to, County Code sections 6.08.300 through and including 6.08.395.

It is the intent of the parties that MAPP participants in this bargaining unit will continue to receive the same compensation, salary step movement, and have their work performance appraised on the same basis and subject to the same conditions as provided for non-represented MAPP employees.

Section 2. Management Appraisal and Performance Plan (MAPP)

County Code Sections 6.08.300 through and including Section 6.08.395 which is applicable to the County's TIER II Management Appraisal and Performance Plan, shall govern the salaries of the following bargaining unit classifications, Item #8620 Probation Director; Item #8028 Services Director Probation; and Item #1186 Head Central Records Probation. Represented and non-represented MAPP TIER II Participants salary step movement shall continue to be at the discretion of the Chief Executive Officer.

**MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE**

Table V – Effective October 1, 2013

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	3,818.19	3,932.73	4,050.71	4,172.24	4,297.40	4,426.32	4,559.11	4,695.89	4,836.76	4,981.87	5,131.32	5,285.26	5,364.54	5,445.01	5,526.69	5,609.59	5,693.73	5,779.14
S02	4,104.58	4,227.72	4,354.55	4,485.19	4,619.74	4,758.34	4,901.09	5,048.12	5,199.56	5,355.55	5,516.21	5,681.70	5,766.93	5,853.43	5,941.23	6,030.35	6,120.81	6,212.62
S03	4,412.39	4,544.76	4,681.10	4,821.53	4,966.18	5,115.17	5,268.62	5,426.68	5,589.48	5,757.16	5,929.88	6,107.78	6,199.39	6,292.38	6,386.77	6,482.57	6,579.81	6,678.51
S04	4,743.36	4,885.66	5,032.23	5,183.19	5,338.69	5,498.85	5,663.82	5,833.73	6,008.74	6,189.01	6,374.68	6,565.92	6,684.40	6,764.37	6,865.84	6,968.82	7,073.36	7,179.46
S05	5,099.15	5,252.13	5,409.69	5,571.98	5,739.14	5,911.32	6,088.66	6,271.32	6,459.45	6,653.24	6,852.84	7,058.42	7,164.30	7,271.76	7,380.84	7,491.55	7,603.92	7,717.98
S06	5,481.46	5,645.90	5,815.28	5,989.74	6,169.43	6,354.51	6,545.15	6,741.50	6,943.75	7,152.06	7,366.62	7,587.62	7,701.44	7,816.96	7,934.21	8,053.23	8,174.02	8,296.63
S07	5,892.57	6,069.35	6,251.43	6,438.97	6,632.14	6,831.10	7,036.04	7,247.12	7,464.53	7,688.47	7,919.12	8,156.70	8,279.05	8,403.23	8,529.28	8,657.22	8,787.08	8,918.88
S08	6,334.55	6,524.58	6,720.32	6,921.93	7,129.59	7,343.48	7,563.78	7,790.69	8,024.41	8,265.15	8,513.10	8,768.49	8,900.02	9,033.52	9,169.02	9,306.56	9,446.16	9,587.85
S09	6,809.78	7,014.07	7,224.49	7,441.23	7,664.46	7,894.40	8,131.23	8,375.16	8,626.42	8,885.21	9,151.77	9,426.32	9,567.72	9,711.23	9,856.90	10,004.75	10,154.83	10,307.15
S10	7,320.50	7,540.11	7,766.32	7,999.31	8,239.29	8,486.46	8,741.06	9,003.29	9,273.39	9,551.59	9,838.14	10,133.28	10,285.28	10,439.56	10,596.15	10,755.10	10,916.42	11,080.17
S11	7,869.49	8,105.58	8,348.75	8,599.21	8,857.18	9,122.90	9,396.59	9,678.48	9,968.84	10,267.90	10,575.94	10,893.22	11,056.62	11,222.47	11,390.80	11,561.67	11,735.09	11,911.12
S12	8,459.52	8,713.31	8,974.71	9,243.95	9,521.27	9,806.91	10,101.11	10,404.15	10,716.27	11,037.76	11,368.89	11,709.96	11,885.61	12,063.89	12,244.85	12,428.52	12,614.95	12,804.17
S13	9,094.31	9,367.14	9,648.15	9,937.60	10,235.73	10,542.80	10,859.08	11,184.85	11,520.40	11,866.01	12,221.99	12,588.65	12,777.48	12,969.14	13,163.68	13,361.14	13,561.55	13,764.98
S14	9,776.35	10,069.64	10,371.73	10,682.89	11,003.37	11,333.47	11,673.48	12,023.68	12,384.39	12,755.92	13,138.60	13,532.76	13,735.75	13,941.79	14,150.91	14,363.18	14,578.63	14,797.30
S15	10,509.64	10,824.93	11,149.68	11,484.17	11,828.69	12,183.55	12,549.06	12,925.53	13,313.30	13,712.70	14,124.08	14,547.80	14,766.02	14,987.51	15,212.32	15,440.51	15,672.11	15,907.20
S16	11,297.87	11,636.80	11,985.91	12,345.48	12,715.85	13,097.32	13,490.24	13,894.95	14,311.80	14,741.15	15,183.39	15,638.89	15,873.47	16,111.58	16,353.25	16,598.55	16,847.53	17,100.24
S17	12,145.03	12,509.38	12,884.66	13,271.20	13,669.34	14,079.42	14,501.80	14,936.85	15,384.96	15,846.51	16,321.90	16,811.56	17,063.73	17,319.69	17,579.48	17,843.18	18,110.82	18,382.49
S18	13,056.11	13,447.80	13,851.23	14,266.77	14,694.77	15,135.61	15,589.68	16,057.37	16,539.09	17,035.27	17,546.32	18,072.71	18,343.80	18,618.96	18,898.24	19,181.72	19,469.44	19,761.49
S19	14,035.32	14,456.38	14,890.07	15,336.78	15,796.88	16,270.79	16,758.91	17,261.68	17,779.53	18,312.91	18,862.30	19,428.17	19,719.59	20,015.39	20,315.62	20,620.35	20,929.66	21,243.60
S20	15,087.97	15,540.61	16,006.83	16,487.04	16,981.65	17,491.10	18,015.83	18,556.30	19,112.99	19,686.38	20,276.97	20,885.28	21,198.56	21,516.54	21,839.29	22,166.88	22,499.38	22,836.87

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE

Table W – Effective October 1, 2014

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	3,894.55	4,011.39	4,131.73	4,255.68	4,383.35	4,514.85	4,650.30	4,789.81	4,933.50	5,081.50	5,233.95	5,390.97	5,471.83	5,553.91	5,637.22	5,721.78	5,807.60	5,894.72
S02	4,186.67	4,312.27	4,441.64	4,574.89	4,712.14	4,853.50	4,999.11	5,149.08	5,303.55	5,462.66	5,626.54	5,795.34	5,882.27	5,970.50	6,060.06	6,150.96	6,243.22	6,336.87
S03	4,500.64	4,635.65	4,774.72	4,917.97	5,065.50	5,217.47	5,373.99	5,535.21	5,701.27	5,872.31	6,048.48	6,229.93	6,323.38	6,418.23	6,514.50	6,612.22	6,711.41	6,812.08
S04	4,838.22	4,983.37	5,132.87	5,286.86	5,445.46	5,608.83	5,777.09	5,950.41	6,128.92	6,312.79	6,502.17	6,697.23	6,797.69	6,899.66	7,003.15	7,108.20	7,214.82	7,323.05
S05	5,201.14	5,357.17	5,517.89	5,683.42	5,853.92	6,029.54	6,210.43	6,396.74	6,588.64	6,786.30	6,989.89	7,199.59	7,307.58	7,417.20	7,528.45	7,641.38	7,756.00	7,872.34
S06	5,591.09	5,758.82	5,931.59	6,109.53	6,292.82	6,481.60	6,676.05	6,876.33	7,082.62	7,295.10	7,513.96	7,739.37	7,855.47	7,973.30	8,092.90	8,214.29	8,337.50	8,462.57
S07	6,010.42	6,190.73	6,376.46	6,567.75	6,764.78	6,967.73	7,176.76	7,392.06	7,613.82	7,842.24	8,077.50	8,319.83	8,444.63	8,571.30	8,699.87	8,830.36	8,962.82	9,097.26
S08	6,461.24	6,655.07	6,854.73	7,060.37	7,272.18	7,490.35	7,715.06	7,946.51	8,184.90	8,430.45	8,683.36	8,943.86	9,078.02	9,214.19	9,352.41	9,492.69	9,635.08	9,779.61
S09	6,945.97	7,154.35	7,368.98	7,590.05	7,817.75	8,052.28	8,293.85	8,542.67	8,798.95	9,062.92	9,334.80	9,614.85	9,759.07	9,905.46	10,054.04	10,204.85	10,357.92	10,513.29
S10	7,466.91	7,690.92	7,921.64	8,159.29	8,404.07	8,656.19	8,915.88	9,183.36	9,458.86	9,742.62	10,034.90	10,335.95	10,490.99	10,648.35	10,808.08	10,970.20	11,134.75	11,301.77
S11	8,026.88	8,267.69	8,515.72	8,771.19	9,034.33	9,305.36	9,584.52	9,872.05	10,168.22	10,473.26	10,787.46	11,111.08	11,277.75	11,446.92	11,618.62	11,792.90	11,969.79	12,149.34
S12	8,628.71	8,887.57	9,154.20	9,428.83	9,711.69	10,003.04	10,303.14	10,612.23	10,930.60	11,258.51	11,596.27	11,944.16	12,123.32	12,305.17	12,489.75	12,677.09	12,867.25	13,060.26
S13	9,276.20	9,554.48	9,841.12	10,136.35	10,440.44	10,753.65	11,076.26	11,408.55	11,750.81	12,103.33	12,466.43	12,840.42	13,033.03	13,228.53	13,426.95	13,628.36	13,832.78	14,040.28
S14	9,971.88	10,271.04	10,579.17	10,896.54	11,223.44	11,560.14	11,906.95	12,264.15	12,632.08	13,011.04	13,401.37	13,803.41	14,010.47	14,220.62	14,433.93	14,650.44	14,870.20	15,093.25
S15	10,719.83	11,041.43	11,372.67	11,713.85	12,065.27	12,427.23	12,800.04	13,184.04	13,579.57	13,986.95	14,406.56	14,838.76	15,061.34	15,287.26	15,516.57	15,749.32	15,985.56	16,225.34
S16	11,523.82	11,869.54	12,225.63	12,592.39	12,970.17	13,359.27	13,760.05	14,172.85	14,598.04	15,035.98	15,487.06	15,951.67	16,190.94	16,433.81	16,680.31	16,930.52	17,184.48	17,442.24
S17	12,387.93	12,759.57	13,142.35	13,536.62	13,942.72	14,361.00	14,791.83	15,235.59	15,692.66	16,163.44	16,648.34	17,147.79	17,405.01	17,666.08	17,931.07	18,200.04	18,473.04	18,750.14
S18	13,317.23	13,716.75	14,128.25	14,552.10	14,988.66	15,438.32	15,901.47	16,378.52	16,869.87	17,375.97	17,897.25	18,434.17	18,710.68	18,991.34	19,276.21	19,565.35	19,858.83	20,156.72
S19	14,316.03	14,745.51	15,187.88	15,643.51	16,112.82	16,596.20	17,094.09	17,606.91	18,135.12	18,679.17	19,239.55	19,816.73	20,113.98	20,415.69	20,721.93	21,032.76	21,348.25	21,668.47
S20	15,389.73	15,851.42	16,326.97	16,816.78	17,321.28	17,840.92	18,376.14	18,927.43	19,495.25	20,080.11	20,682.51	21,302.99	21,622.53	21,946.87	22,276.07	22,610.22	22,949.37	23,293.61

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

MANAGEMENT APPRAISAL AND PERFORMANCE PLAN
TIER II SALARY STRUCTURE

Table X – Effective April 1, 2015

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18
S01	3,972.44	4,091.61	4,214.36	4,340.79	4,471.02	4,605.15	4,743.30	4,885.60	5,032.17	5,183.13	5,338.63	5,498.79	5,664.99	5,836.21	5,749.96	5,836.21	5,923.76	6,012.61
S02	4,270.41	4,398.52	4,530.47	4,666.39	4,806.38	4,950.57	5,099.09	5,252.06	5,409.62	5,571.91	5,739.07	5,911.24	6,089.91	6,273.98	6,181.26	6,273.98	6,368.09	6,463.61
S03	4,590.65	4,728.37	4,870.22	5,016.32	5,166.81	5,321.82	5,481.47	5,645.92	5,815.30	5,989.75	6,169.45	6,354.53	6,546.60	6,744.47	6,644.79	6,744.47	6,845.63	6,948.32
S04	4,934.99	5,083.04	5,235.53	5,392.60	5,554.37	5,721.00	5,892.63	6,069.41	6,251.50	6,439.04	6,632.21	6,831.18	7,036.65	7,243.22	7,143.22	7,250.36	7,359.12	7,469.51
S05	5,305.16	5,464.31	5,628.24	5,797.09	5,971.00	6,150.13	6,334.64	6,524.68	6,720.42	6,922.03	7,129.69	7,343.58	7,565.54	7,794.21	7,679.02	7,794.21	7,911.12	8,029.79
S06	5,702.91	5,874.00	6,050.22	6,231.72	6,418.68	6,611.24	6,809.57	7,013.86	7,224.28	7,441.00	7,664.23	7,894.16	8,132.76	8,378.58	8,254.75	8,378.58	8,504.25	8,631.82
S07	6,130.63	6,314.55	6,503.99	6,699.11	6,900.08	7,107.08	7,320.29	7,539.90	7,766.10	7,999.08	8,239.05	8,486.23	8,742.72	9,006.97	8,873.86	9,006.97	9,142.08	9,279.21
S08	6,590.46	6,788.18	6,991.82	7,201.58	7,417.62	7,640.15	7,869.36	8,105.44	8,348.60	8,599.06	8,857.03	9,122.74	9,398.48	9,682.55	9,539.45	9,682.55	9,827.78	9,975.20
S09	7,084.89	7,297.44	7,516.36	7,741.85	7,974.11	8,213.33	8,459.73	8,713.52	8,974.93	9,244.17	9,521.50	9,807.14	10,103.57	10,408.95	10,255.12	10,408.95	10,565.08	10,723.56
S10	7,616.25	7,844.73	8,080.08	8,322.48	8,572.15	8,829.32	9,094.20	9,367.02	9,648.03	9,937.48	10,235.60	10,542.67	10,861.32	11,189.60	11,024.24	11,189.60	11,357.45	11,527.81
S11	8,187.42	8,433.04	8,686.04	8,946.62	9,215.01	9,491.47	9,776.21	10,069.50	10,371.58	10,682.73	11,003.21	11,333.31	11,675.86	12,028.76	11,850.99	12,028.76	12,209.19	12,392.33
S12	8,801.29	9,065.33	9,337.29	9,617.40	9,905.93	10,203.10	10,509.20	10,824.47	11,149.21	11,483.68	11,828.19	12,183.04	12,551.27	12,930.64	12,739.54	12,930.64	13,124.59	13,321.46
S13	9,461.72	9,745.57	10,037.94	10,339.08	10,649.25	10,968.73	11,297.79	11,636.72	11,985.82	12,345.40	12,715.76	13,097.23	13,493.10	13,895.49	13,695.49	13,900.93	14,109.44	14,321.08
S14	10,171.32	10,476.46	10,790.75	11,114.47	11,447.91	11,791.35	12,145.09	12,509.44	12,884.72	13,271.26	13,669.40	14,079.48	14,490.67	14,905.04	14,722.61	14,943.45	15,167.60	15,395.12
S15	10,934.23	11,262.26	11,600.13	11,948.13	12,306.57	12,675.77	13,056.04	13,447.72	13,851.16	14,266.69	14,694.69	15,135.53	15,582.57	16,039.00	15,826.90	16,064.30	16,305.27	16,549.85
S16	11,754.30	12,106.93	12,470.14	12,844.24	13,229.57	13,626.46	14,035.25	14,456.31	14,890.00	15,336.70	15,796.80	16,270.70	16,754.76	17,248.48	17,013.92	17,269.13	17,528.17	17,791.09
S17	12,635.69	13,014.76	13,405.20	13,807.36	14,221.58	14,648.22	15,087.67	15,540.30	16,006.51	16,486.71	16,981.31	17,490.75	18,019.40	18,564.04	18,289.69	18,564.04	18,842.50	19,125.14
S18	13,583.58	13,991.09	14,410.82	14,843.14	15,288.44	15,747.09	16,219.50	16,706.09	17,207.27	17,723.49	18,255.19	18,802.85	19,361.89	19,937.17	19,661.73	19,956.66	20,256.01	20,559.85
S19	14,602.35	15,040.42	15,491.63	15,956.38	16,435.07	16,928.13	17,435.97	17,959.05	18,497.82	19,052.75	19,624.34	20,213.07	20,816.26	21,433.41	21,136.37	21,453.41	21,775.21	22,101.84
S20	15,697.53	16,168.45	16,653.51	17,153.11	17,667.70	18,197.74	18,743.67	19,305.98	19,885.16	20,481.71	21,096.16	21,729.05	22,385.81	23,062.42	22,721.60	23,062.42	23,408.36	23,759.48

NOTE: As a result of arithmetical rounding, the published monthly salary structures may differ by no more than two cents from computerized payroll system calculations.

Section 3.

It is the intent of the parties that the exclusive management, control, and administration of the MAPP shall be at the discretion of the County. Any and all changes, modifications or termination of the MAPP is at the discretion of the Chief Executive Officer. The County shall consult with the PMA prior to implementing any changes or termination of the MAPP. Any and all future changes the County makes to the MAPP concerning non-represented MAPP employees shall be extended to and made applicable to bargaining unit employees.

Section 4.

Sections 1, 2, and 3 of this Article shall not be subject to the Grievance Procedure Article and shall not be subject to arbitration.

Section 5.NON-MAPP PARTICIPANT CLASS –
ASSISTANT PROBATION DIRECTOR

- A. The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to Assistant Probation Directors effective on the date as indicated. County Code Section 6.100.020 (F) remains applicable to the classification # 8612 Assistant Probation Director.

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	SCH	MINIMUM RATE	MAXIMUM RATE
8612	ASSISTANT PROBATION DIRECTOR	CURRENT	97F	5885.73	7311.45
		10/01/2013	98C	6002.82	7457.09
		10/01/2014	98L	6122.09	7605.45
		04/01/2015	99H	6244.55	7757.64

- B. The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith and that said salaries were determined independently of race, gender, age or national origin.
- C. Full-time permanent employees holding the classification of Assistant Probation Director who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.
- D. If no performance review is filed as defined in C above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph C above, the employee may request his/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

E. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph D above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.
2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.

3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.
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- F. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the PMA may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of the Performance Evaluations.

ARTICLE 31 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 32 EMPLOYEE BENEFITS

Section 1.

It is the intent of the parties that during the term of this agreement permanent employees in Bargaining Unit 703 shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following benefits: Mega-Flex and the Flexible Benefit Programs; Holidays; Sick Leave; Bereavement Leave; Deferred Compensation Plan; Saving Plan; Life Insurance; Annual Leave; Leave Donation; Retirement; and Mileage.

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred into Bargaining Unit 703 shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is the intent of the parties that the exclusive management, control, and administration of the Flex/Mega-Flex Program, Deferred Compensation (457) and Saving Plan (401k) shall be at the sole discretion of the County. Any and all current future changes, modification or termination of the Flex/Mega-Flex Program, Deferred Compensation or Saving Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the PMA prior to implementing any said changes or termination of the Flex/Mega-Flex Program, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex Program, Deferred Compensation and Saving Plan for non-represented employees, including contributions, plan design and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in the Bargaining Unit.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees.

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedures Article and is expressly excluded from Arbitration.

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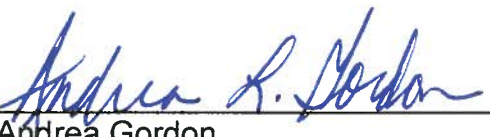
ARTICLE 33

WORK HOURS AND SCHEDULES

Work hours and schedules for bargaining unit employees shall be set at the Department Head's discretion consistent with the operations of the Probation department.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 1967

By 
Andrea Gordon
President, Local 1967

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
William T. Fujioka
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

APPENDIX

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's nonpaid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's nonpaid call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

SWHD
U.S. Wage and Hour Division

WHD Publication 1420 Revised January 2009

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
REGARDING THE
SUPERVISING CHILD SUPPORT OFFICERS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 12th day of
November, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County"),

AND

AFSCME COUNCIL 36, LOCAL 1083,
SUPERVISING CHILD SUPPORT
OFFICERS (hereinafter referred to as
"AFSCME Local 1083").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Council 36 was certified on June 23, 2008, by the County Employee Relations Commission (Employee Relations Commission File No. CP 01-08 as the majority representative of County employees in the Supervising Child Support Officers Unit (hereinafter "unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes Supervising Child Support Officers, AFSCME, Local 1083 as the certified exclusive representative of the employees in said unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in said Unit as Supervising Child Support Officers (SCSO's).

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, required to implement the full provisions of Articles; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of ratification of the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 3 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- B. SCSO/AFSCME, Local 1083 principal authorized agent for service of process shall be:
 - Executive Board, AFSCME, Local 1083, AFL-CIO (address: 514 Shatto Place, Los Angeles, CA 90020, Telephone: (213) 487-9887).

- C. Mailing Address for all other correspondence shall be:
 - AFSCME Local 1083
 - P.O. Box 1433
 - West Covina, CA 91793

ARTICLE 4 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding, and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the Supervising Child Support Officers nor Management, nor their authorized representatives will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME, Local 1083 and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, or handicapped status or other non-merit factors as defined by Civil Service Rule 25.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

ARTICLE 6 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:00 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 7 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from May 1 through May 31, 2015, its written request to commence negotiations as well as its full and entire written proposals for such successor Memorandum of Understanding.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2015, whichever is later. An impasse concerning the items under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 8 UNION NEGOTIATION COMMITTEE – RELEASE TIME

Members of Unit 725, not to exceed a total of five (5), who upon request of the Union, are excused from their regular assignment for the purpose of attending and/or participating in negotiating sessions or union caucuses, shall suffer no loss of regular pay. Time lost from regularly scheduled work and spent in negotiations shall be computed as time worked for payroll purposes.

ARTICLE 9 GRIEVANCE PROCEDURESection 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee or employees who may submit or be involved in a grievance.

Section 2. Definitions

1. Wherever used the term "employee" means either employee or employees as appropriate.
2. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.
3. "Business Days" mean calendar days exclusive of Saturdays, Sundays, and legal holidays.

Section 3. Responsibilities

1. The immediate supervisor will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time. The Union agrees to encourage an employee who files a formal written grievance, to state

clearly and concisely the specific action(s) being grieved, article(s) violated, and the specific remedy requested.

2. Departmental Management has the responsibility to:
 - A. Inform an employee of any limitation of the department's authority to fully resolve the grievance; and
 - B. Supply the employee with the necessary information to process his/her grievance to the proper agency or authority.

Section 4. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
2. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

4. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5 General Provisions

1. An employee involved in the processing of his/her grievance may do so without loss of compensation provided that he/she accomplishes all phases of preparation and presentation in a reasonable and expeditious manner.
2. An employee has the right to the assistance of a representative in the preparation of his/her written grievance, and to represent him/her in formal grievance meetings. Subject to mutual agreement, considering the nature and complexity of the grievance, the employee may have additional representative(s).
3. Only county employees in this Unit or authorized SCSO, AFSCME Local 1083 representatives as specified in Article 35, AFSCME Representation and Work Access, may be selected by an employee to represent him/her in formal grievance meetings.
4. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself

from his/her duties to attend a grievance meeting. A County employee selected as a representative in a grievance shall not receive compensation from Los Angeles County for any time spent investigating or processing the grievance unless the employee's name is supplied to Management as required in Article 33.

5. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
6. An employee may present his/her grievance to Management on County time. In scheduling the time, place and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department. No employee shall lose his/her rights because of Management imposed limitations in scheduling meetings.
7. AFSCME, Local 1083 has the exclusive right to represent employees at any formal grievance meeting concerning a grievance that directly involves the interpretation or application of the specific terms of this MOU.
8. If AFSCME Local 1083 representative elects to attend any formal grievance meeting, he/she must inform departmental management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

9. Bargaining Unit members who have direct, first-hand knowledge of the event giving rise to the grievance may be called on as witnesses and attend formal grievance hearings on paid County time.

Section 6. Procedures

1. Step 1

- A. Within ten (10) business days from the occurrence of the matter on which a complaint is based, or within ten (10) business days from his/her knowledge of such occurrence, an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy requested from his/her departmental Management. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
- B. Within ten (10) business days of the receipt of grievance, the immediate supervisor shall meet with the parties involved and shall give a written decision to the employee using the original copy of the grievance.

2. Step 2.

- A. Within ten (10) business days from his/her receipt of the immediate supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the appropriate level of

Management as previously indicated by the employee's Department Head. The Management representative shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.

- B. Within ten (10) business days from receipt of the grievance, the Management representative shall give a written decision and the reasons therefore to the employee using the original copy of the grievance. If the employee is represented by the Union, a copy of the decision will be given to the Union Representative.

3. Step 3.

- A. Within ten (10) business days from his/her receipt of the decision resulting from the Step 2, or if Step 2 is waiver, the decision at Step 1, the employee may appeal to the Hearing Officer Designated by the Employee Relations Division using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the Department Head or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employees with ten (10) days of holding the meeting. However, the Department Head or designate is not limited to

denying a grievance for the reasons stated at any previous level in the procedure. Upon request, a copy of the decision will be given to the Union representative.

- C. If the Department Head or his/her designated representative fails to give a decision within the specified time limit, the AFSCME Local 1083 shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
- D. On matters that are not subject to arbitration pursuant to Section 8 hereafter, the written decision of the Department Head or his/her designated representative shall be final.

Section 7. Arbitration

1. Within thirty (30) business days from the receipt of the written decision of the Department Head, or his/her designated representative, AFSCME Local 1083, may request that the grievance be submitted to arbitration as provided for hereinafter.
2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.
- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County Department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission

meeting of December 19, 1986. Management shall notify the Union within fifteen business days prior to hearing if it intends to argue arbitrability. Both parties reserve the right to challenge a Commission decision in other forums.

3. In the event AFSCME Local 1083, desires to request that a grievance, which meets the requirement of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Department Head or Officer affected. The written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.
4. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him/her pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that they provide the parties with a list of five names from which the parties will attempt to mutually select an arbitrator. If the parties cannot mutually agree upon an arbitrator from the lists of arbitrators provided by the Employee Relations Commission, they will select an arbitrator through an alternate striking of names from that list. The party to strike the first name will be determined by chance. The parties shall

alternately strike one name each from the panel and the last name left shall be appointed as the arbitrator in the case by the Employee Relations Commission. Arbitration procedures conducted under the authority of this article shall be held at an appropriate location in the County Hall of Administration except when another location is mutually agreed upon by the parties.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
6. Prior to a hearing by an arbitrator, a representative of the County and AFSCME Local 1083 shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and AFSCME Local 1083 cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own

submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
8. The decision of the arbitrator shall be binding upon AFSCME Local 1083. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. AFSCME Local 1083 may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
9. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:
 - Recognition
 - Non-Discrimination
 - Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 10 GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 8, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 8, Section 8, can be submitted to grievance mediation. Both AFSCME Local 1083 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or Local 1083 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by outside Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties. Any final settlement of the grievance shall be reduced to writing and signed by Management, Local 1083, and the grievant. The final agreement shall be binding on all parties.

Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 11 GRIEVANCES – GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME Local 1083 and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Where AFSCME, Local 1083 has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME, Local 1083 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved, AFSCME, Local 1083 shall have the right to meet with the

principal representative(s) of the County who have the authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County Department Heads who have authority to resolve the matter or their authorized representatives, including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting, Management's principal representative(s) shall respond to AFSCME, Local 1083 in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 8, Subsection 2 of Article 8, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 of Article 9 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 8 of this Memorandum of Understanding. Instead, this article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 8 thereof.

ARTICLE 12 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 8, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by the parties. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established

procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination.

- C. The interpretation, application, merits or legality of the rules or regulations of the Department Head, the Chief Executive Office, or any other County department, agency or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.
 - B. The parties agree that 1) no stenographic record of the hearing will be made; 2) there will be no representation by counsel except for in-house staff counsel; and 3) there will be no post hearing briefs.

5. The arbitrator selected shall hear the grievance(s) within ten (10) working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Non-Discrimination

Implementation

Term

Renegotiation

Health and Safety

Payroll Deductions and Dues

Authorized Agents

Provisions of Law

Leaves of Absence

ARTICLE 13 PAYROLL DEDUCTIONS AND DUES/AGENCY SHOPSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made or who is subject to an automatic Fair Share Fee or Agency Fee deduction pursuant to an agency shop provision.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization, or pay the organization a Fair Share Fee equal to Union dues or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Service Code.

Section 3. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code. Such sums shall be paid through payroll deduction to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

Section 4. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that the agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

Section 5. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Unit, under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 6 shall prevail. There can only be one election during the term of this Memorandum of Understanding.

Section 6. Security Clause

Any employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deduction made by the County during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may terminate such Union dues during the period August 10 through August 31, 2011, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 7. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency shop fee payers to meaningfully challenge the propriety of the use of agency shop fees as provided for in Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedures shall be provided to non-member agency shop fee payers for each year that the agency shop Memorandum of Understanding is in effect.

Section 8. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees, or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

Section 9. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, employee number, date of hire into the Unit, item step, salary rate, classification, title, item number, item sub, work location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding. Such list shall include new hires, and employees promoted, demoted or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 10. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 14MANAGEMENT RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, effect work furloughs or any other alternatives because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted, provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 15 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the Unit. Where Management finds it necessary to make such change, it shall notify AFSCME, Local 1083 indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify AFSCME, Local 1083 of changes resulting from emergent or legal requirements as soon as practicable. AFSCME, Local 1083 shall notify Management within five (5) working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the grievance procedure contained herein. Failure by AFSCME, Local 1083 to request consultation, pursuant to Paragraph B, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 16PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, including the Americans with Disabilities Act, State and County laws and regulations, the Charter of the County of Los Angeles and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or County laws, rules and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 17 EMPLOYEE LISTS AND VACANCY NOTICESEmployee Lists

CSSD shall provide AFSCME Local 1083 President a list of employees in this bargaining unit once per quarter. The list will include employee name, employee number, item number salary and division. AFSCME shall pay for the costs of producing this list at a charge to be determined by the Auditor-Controller, but not to exceed one hundred dollars as defined above.

Vacancy Notices

Vacancies shall be posted according to CSSD procedures. AFSCME will be informed regarding the method of access to the vacancy listing.

ARTICLE 18 IDENTIFICATION OF EMPLOYEES/EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME, Local 1083, representatives may arrange to meet with new employees to the unit on County time for the sole purpose of providing employees information regarding AFSCME, Local 1083, Union membership.

ARTICLE 19 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request for Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Executive Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement.

Management acknowledges an obligation to negotiate the impact on wages, hours and working conditions of the employees in this bargaining unit insofar, as such subjects have not already been negotiated.

ARTICLE 20 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppage, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 21 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or departmental Management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature, and the signatory of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document shall not be placed in the official file nor referenced in any Performance Evaluation or Appraisal of Promotability until the grievance procedure or civil service appeal rights have been exhausted.

Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used and approved leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on, or attached to, such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read, "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings or reprimand(s) issued more than two (2) years prior removed from his/her personnel file except as such may be a part of an official permanent record.

If the department takes disciplinary action against an employee, the department, upon request of the employee, will furnish the employee copies of any documents or written statements used by the department as a basis for its action. No non-related work material shall be introduced into the file.

ARTICLE 22 LEAVES OF ABSENCESection 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

"Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA".

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5. Jury Duty and Witness Leave

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided the employee deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6. Bereavement Leave

The provisions of Los Angeles County Code Section 6.02.080 regarding Bereavement Leave shall apply to SCSOs.

ARTICLE 23 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.

2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable earnings (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 24 EMPLOYEE PARKING

Management will continue to make every reasonable effort to provide free parking facilities for employees who regularly find it necessary to use their own vehicle for transportation to their work location.

ARTICLE 25 HEALTH AND SAFETYSection 1. Parties' Responsibilities

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Employees are responsible for performing each work assignment in the safest manner possible. The success of the CSSD Safety Program depends upon compliance with safety regulations. Failure to adhere to any policies and procedures enumerated in any of Health and Safety sections or the CSSD Safety Program may be subject to discipline.

AFSCME Local 1083 will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his or her AFSCME Steward to the local facility safety officer or the departmental safety officer, if there is no local safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the AFSCME Local 1083 Steward may meet with the safety officer who will respond in writing.

If the AFSCME Local 1083 Steward is not satisfied with the response of the safety officer, an AFSCME Local 1083 business agent may request a meeting between Management and the Union.

Section 2 First Aid Kits

The departmental safety officer or appropriate representative will make every reasonable effort to maintain first aid kits at all work facilities.

Section 3 Safety Procedures

- A. Safety standards shall be developed and consulted at the time that leases are reviewed for CSSD worksites.
- B. Designated emergency exits will be in compliance with applicable County, Cal OSHA, and Fire Marshall requirements.
- C. Semi-annual Safety drills shall be conducted at all CSSD facilities for all worksite staff.
- D. Management will install and maintain panic buzzers in interview rooms at CSSD facilities.
- E. SCSOs will be informed of threats as necessary and appropriate.

- F. Security guards shall be provided with the authority to restrain, detain and remove individuals at Public Contact CSSD facilities.

ARTICLE 26 JOINT LABOR MANAGEMENT COMMITTEE

Upon adoption of a Memorandum of Understanding by the Board of Supervisors, the parties agree to establish a Joint Labor-Management committee to consult in accordance with the Employee Relations Ordinance.

The Committee shall not exceed a total of twelve (12) members, unless the parties agree otherwise. Management may appoint up to six (6) members to the committee. The Union may select up to six (6) members of the bargaining unit as representatives to the Committee, not-to-exceed one supervisor from each division or unit.

The committee shall have authority to develop its own internal procedures, including the scheduling of meetings and use of consultants. Management shall provide pertinent information as provided for under the Employee Relations ordinance and the Public Records Act.

ARTICLE 27 SALARIESSection 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit 725 effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
1616	SUPERVISING CHILD SUPPORT OFFICER	CURRENT	NM	86K	4410.36	5784.64
		10/01/2013	NM	87G	4498.55	5900.27
		10/01/2014	NM	88D	4588.09	6017.73
		04/01/2015	NM	89A	4679.00	6137.00

Section 2.

The parties having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 3. Step Advances

- A. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's Department Head. The Performance Evaluation shall be filed at least one (1) month prior to the employee's step advance anniversary date and within a period which does not exceed one (1) year prior to that date.

- B. If no performance review is filed as defined in A. above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her Department Head in writing to issue a Performance Evaluation. The Department Head shall issue a Performance Evaluation within five (5) days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:

1. Where no Performance Evaluation has been issued in accordance with Paragraph B. above, the employee may file a grievance with the Department of Human Resources. If the Director of Human Resources fails to obtain issuance of such Performance Evaluation within ten (10) days after the grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within thirty (30) days effective to his/her step anniversary date.

2. Where the Department Head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within thirty (30) days effective to his/her step advance anniversary date.
 3. Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten (10) days of issuance with the Department Head or his/her designated representative who shall respond to the grievance within ten (10) days. Appeals from a Department Head decision shall be processed in accordance with Civil Service Rules.
- D. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that AFSCME Local 1083 may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

ARTICLE 28 LEGAL REPRESENTATION

Upon request of an employee and subject to any limitations provided by law, County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in the County pursuant to the provisions of the California Government Code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided in said Government Code.

ARTICLE 29 EMPLOYEE BENEFITSSection 1.

It is the intent of the parties that during the term of this agreement permanent employees in the Bargaining Unit in the job classification of Supervising Child Support Officer, shall continue to receive all employee benefits that they currently have, on the same basis and level of benefit, subsidy or otherwise, as that provided currently for non-represented employees and as more fully set forth in the Los Angeles County Code, for non-represented employees, including but not limited to the following employee benefits:

- Mega-Flex and the Flexible Benefit Programs
- Holidays
- Sick Leave
- Bereavement Leave
- Deferred Compensation Plan
- Savings Plan
- Life Insurance
- Vacation
- Leave Donation
- Retirement
- Mileage
- Bilingual Bonus

Section 2.

The County shall not discriminate against non-represented employees upon certification of a bargaining unit; class accretion, promotion, reclassification or transfer, into the bargaining unit or otherwise restrict participation in any of the employee benefits set forth above including the Flex/Mega-Flex Program, deferred compensation, savings plan or other employee benefit programs, as currently provided to non-represented employees, on the basis of the exercise of their bargaining rights as provided for in California Government Code Section 3500-3511.

Section 3.

It is the intent of the parties that during the term of the agreement any new employees hired, promoted or transferred to the classification of Supervising Child Support Officer, shall be entitled to the same employee benefits and on the same level and subject to the same conditions, as that provided for employees currently in the bargaining unit.

Section 4.

It is intent of the parties' that the exclusive management, control and administration of the Flex/Mega-Flex, Deferred Compensation (457) and Savings Plan (401k) shall be at the sole discretion of the County. Any and all current future changes, modification or termination of the Flex/Mega-Flex, Deferred Compensation or Savings Plan, is at the sole discretion of County Management, as directed by the Board of Supervisors, subject to the County meeting and consulting with the AFSCME Local 1083 prior to

implementing any said changes or termination of the Flex/Mega-Flex, Deferred Compensation and Savings Plans.

Any and all future changes the County makes to the Flex/Mega-Flex, Deferred Compensation and Savings Plan for non-represented employees, including contributions, plan design, and benefit changes shall be extended to and shall become a part of this Agreement and made applicable to employees in this Bargaining Unit.

Section 5.

It is the intent of the parties that the County will continue to exercise its sole discretion to manage, administer and control the employee benefit programs enumerated in this Article for employees in this Unit, on the same basis and subject to the same conditions as provided for non-represented employees

It is the intent of the parties that the provisions of this Article shall not be subject to the Grievance Procedure (Article 8) and is expressly excluded from Arbitration (Article 8, Section 8).

ARTICLE 30 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this Article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant*, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class.

This bonus is paid pursuant to the conditions described below.

Section 2. Conditions

- A. If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, Management shall upon the employee's or Union's written request for relief either:
- appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this Article is to be paid; or

pay the employee the bonus from the date of request for relief and terminates when the conditions of this Article are no longer met.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

- B. It is the intent of Management to avoid working an employee on an out-of-class assignment for a prolonged period of time.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

* (For the purpose of this Article, vacancies due to leaves of absence shall be defined as in the County Code Section 6.20.110)

- B. Nothing in this Article shall be construed as limiting Management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.
- C. It is agreed that the provisions of this Article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employee's personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this Article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 31 BULLETIN BOARDS

Management agrees to furnish a dedicated bulletin board space to AFSCME, Local 1083, the size and location to be jointly determined by departmental Management and the AFSCME, Local 1083. The boards shall be used only for posting the following information:

1. Union recreational, social, and related news bulletins;
2. Union meetings;
3. Information concerning Union elections and their results;
4. Information concerning insurance and any other benefits offered to members by the Union;
5. Reports of official business of the Union, including reports of committees or the Board of Directors; and
6. Any other written material which has first been approved by the department, which approval shall not be unreasonably denied. Bulletins requiring departmental approval shall be submitted by the Union to the department's Human Resource Manager or his/her designate. The manager or designate shall approve or deny posting within three business days.

ARTICLE 32 WORK SCHEDULESSection 1. Work Week

The work week for employees in this Unit is forty (40) hours of work in a seven (7) consecutive day period as defined by Management. A typical work week is Monday through Friday for this unit. Nothing herein shall be construed as a guarantee of a minimum number of hours of work per day or per week, or of days of work per week. Nothing herein shall be construed to modify in any manner whatsoever a work day or work week as defined by the Los Angeles County Code.

Section 2. Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies (see Section 3) employee's work schedules shall not be changed without notice to the employees at least ten working days before the change is to be implemented.

Section 3. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

Section 4. Alternate Work Schedule – 9/80 Plan

The 9/80 program is a benefit offered by the Department. Participation in the program is a privilege, not a right. Individual employee participation is subject to the needs of the Department and is at the discretion of management. Employees participating in the 9/80 Program shall be subject to the Department's Work Schedules policy.

Employees may request to participate in a 9/80 work schedule. If denied, management will respond to the employee's request within 15 calendar days with an explanation of the denial.

Section 5. Telecommuting

Telecommuting is an option that management may choose to make available to qualified employees when a mutually beneficial situation exists. It is not a universal employee benefit. Employees participating in the telecommuting program shall be subject to the Department's Telecommuting policy.

Individual employees may request to telecommute. Management will select the employees to participate in telecommuting and will determine the parameters of the telecommuting program.

Employees will be deemed eligible to participate in telecommuting as Management determines that they can effectively telecommute because of their skills, work assignment, experience, prior performance, or the needs of the department.

Management will respond to employees requests to telecommute within 15 calendar days and if denied management will provide an explanation of the denial.

ARTICLE 33 ALTERNATIVES TO LAYOFFS

Section 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board Policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et.seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact of workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees subject to layoff or demotion due to workforce reductions. Management shall factor in

attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CEO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any member of a bargaining unit.

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-off program with operating departments.

The Department of Human Resources and department Management shall implement a program which will match employees scheduled to be laid off with departments who are hiring workers.

Section 3 Enhanced Voluntary Time-Off

In order to further mitigate the adverse impact of workforce reductions the Department of Human Resources and Chief Executive Office shall coordinate the use of the County's Enhanced Voluntary Time-Off program with operating departments.

Section 4 Notice Provisions for Layoffs and Demotions

To the greatest extent feasible, the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 34 EMPLOYEE ORGANIZATION LEAVE

AFSCME, Local 1083 may not have more than one (1) employee in the Unit on leave of absence to accept employment with the Union. These leaves are subject to Civil Service Rules. The employee must have a minimum of one (1) year's continuous employment with the County. The requested leave shall only be granted if the prime reasons for the leave shall be to conduct Union business as it is related to County functions.

AFSCME Local 1083 may request additional releases of employees to the Chief Executive Office. Said requests will be granted based on organizational needs.

The leave shall be without County pay or benefits of any kind. The employee shall however remain on the County payroll and the Union will reimburse for the cost of pay and benefits.

ARTICLE 35 AFSMCE REPRESENTATION AND WORK ACCESS

Section 1. AFSCME Representative

Authorized AFSCME Local 1083 representatives may be given access to work locations during hours for the purpose of investigating and processing grievances, observing working conditions, posting bulletin boards, and meeting with employees while they are taking a break from their work duties. AFSCME Local 1083 agrees that its representatives will not interfere with operations of a department of any facility thereof.

Section 2. Work Access

An AFSCME Local 1083 representative desiring access to a work location hereunder shall state the purpose of his/her visit and request the Department Head's or his/her designee's authorization within a reasonable amount of time before the intended visit unless the parties mutually agree to waive notice.

AFSCME Local 1083 shall give to the Department Head and the Chief Executive Officer of the County of Los Angeles, a written list of all of its authorized representatives, which list shall be kept current by AFSCME Local 1083. Access to work locations will only be granted to representatives on the current list.

Section 3. Use of County Facilities

The Union may use County facilities, on prior approval, for the purpose of holding meetings to the extent that such facilities can be made available and to the extent that the use of a facility will not interfere with departmental operations.

ARTICLE 36 SPECIAL PAY PRACTICESSection 1. Call-Back

Whenever an employee is unexpectedly ordered by his/her Department Head or designated Management representative to return to work following the termination of his/her normal work shift or normal workweek and departure from his/her work location, the employee shall receive a minimum payment of four hours' pay at the rate of time and one-half.

If an employee should complete work required, leave the work location and subsequently be recalled during the four-hour period being compensated for as a result of the initial call back, no additional compensation will be paid until four hours have been worked by the employee; i.e., there shall be no pyramiding of time and one-half as a result of call back.

If an employee's work schedule must be altered to accommodate operational requirements on any scheduled work day and the employee is required to report for work up to two hours earlier than his/her normal shift starting time, this shall be considered an early shift start and not a call back.

Employees assigned to an early shift start will be allowed to work to the end of their normal shift provided work is available in their classification.

Section 2. Assignment of Additional Responsibilities

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned on a non-permanent basis for more than thirty (30) calendar days, and approved by the Department Head or designated management representative. The additional compensation provided by this article shall also be approved by the Chief Executive Office (CEO).

To qualify for this additional compensation, a full-time, permanent employee, must either perform the significant duties of a higher level class for a majority of time or be assigned on a full time basis, a special project or assignment by his or her Department Head or designated management representative. This special project or assignment must have a specific starting and ending date, or a specific time frame for completion, and must require the performance of additional higher level duties and carries additional higher level responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for the additional compensation.

An employee, or the Union on behalf of the employee, must make a written request to the employee's departmental management for the additional responsibilities bonus. If the department supports the request for the bonus, within 10 business days, the department shall notify the employee or the union in writing of its support for the bonus pursuant to this article, and that the request has been forwarded to the CEO for

evaluation and approval of the bonus. If the department does not support the request for a bonus, within 10 business days, the Department shall notify the employee or union in writing of the denial of the request for the additional responsibilities bonus.

This additional compensation shall begin on the first day the employee requests the additional responsibilities bonus provided the Department and the CEO approve the request. There shall be no retroactivity for payment of the additional compensation prior to the date of the Union's or employee's written request. The bonus shall end either when the additional responsibilities are no longer performed, or on June 30 of each year.

All Additional Responsibilities Bonuses made pursuant to this Article shall expire on June 30 of each year, and the bonus shall end unless the department requests an extension and the CEO approves the continuation of the bonus into the next fiscal year. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

ARTICLE 37 COMPENSATORY TIME

SCSO's are exempt employees and thus are not eligible to receive additional compensation for hours worked in excess of 40 in the workweek. The only exception is when a full additional shift or regular day off (RDO) for a 9/80 participant is authorized and worked. There is a maximum accrual of twenty full days or 160 hours of such compensatory time on a straight time basis at any given time.

SCSOs shall accrue compensatory overtime, according to the "Full/Day CTO Method", only when a substantial full shift (five hours or more) of work has been performed beyond the regularly scheduled workday. The accumulated overtime can only be taken in 8-hour increments.

SCSOs on a 9/80 alternate work schedule are not required to claim extra time to cover holidays that fall on a day other than their Regular Day Off (RDO) or short day.

SCSOs are not required to claim leave time for absences of less than a full shift; however, prior approval, which shall not be unreasonably denied, is required for absences during assigned working hours.

ARTICLE 38 PROFESSIONAL DEVELOPMENT AND TRAINING

Management and AFSCME Local 1083 recognize the importance of training and career development for employees within the unit.

Section 1. Technological Change

As new technology is introduced in the work environment and is required to be used by specific employees, management will make reasonable efforts to train the affected employees in the technology.

Section 2. Training Opportunities

An employee in the unit may request to participate in educational programs, symposiums, seminars, conferences and meetings that would lead to an increase in skills, knowledge, and understanding of the employee's current job assignment. Employee training request for County time to attend such programs shall be subject to Management approval; however, all employees shall have equal access to training opportunities.

Section 3. Training Upon Transfer

When an employee in the unit is transferred to a new assignment within the department, the employee will be offered training on the new assignment.

Section 4. In-Service Cross Training

In-Service Cross-training will be provided as necessary based on the business needs of the department.

ARTICLE 39 TRANSFERS

Section 1. Acknowledgement

This article shall not prohibit management from assigning, transferring or promoting employees according to business needs and Civil Service Rules.

Section 2. Voluntary Transfers

Voluntary transfers shall be granted in accordance with the Department's Personnel Policy on Transfers. When vacancies occur the CSSD Transfer List will be reviewed prior to filling vacancies. AFSCME Local 1083's President shall receive notice of all transfers concurrent with notice to Senior Management.

Section 3. Involuntary Transfers

Management shall provide employees with a 10-day notice prior to the effective date of any involuntary transfer except in case of an emergency.

If employees are involuntarily transferred to a location that is neither their first or second choice, they may remain on the voluntary transfer list. There shall be no waiting period for an employee that is involuntarily transferred to submit a voluntary transfer request.

Section 4. Emergencies

Nothing herein shall limit the authority of the department head to make temporary assignments to different or additional locations, shifts, or work duties for the purpose of meeting emergencies. However, such emergency assignments shall not extend beyond the period of such emergency. An emergency condition is herein defined as an unforeseen happening requiring prompt action and is a crisis which is time limited.

ARTICLE 40 AFSCME LOCAL 1083 STEWARDS AND OFFICERS

Section 1.

It is agreed and understood by the parties of this Memorandum of Understanding that there shall be a reasonable number of AFSCME stewards per CSSD facility for this unit. Only an employee who has passed his/her initial probation period and who Management has designated to be a permanent employee shall be eligible for appointment as a steward.

Section 2.

AFSCME, Local 1083 shall give to management a written list of the names of employees selected as stewards/officers, which list shall be kept current by the Union.

Section 3.

AFSCME, Local 1083 agrees, whenever investigation or processing of formal grievances and/or disciplinary actions initiated by the department are to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Stewards/Officers, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward/officer will be informed when time will be made available. Such time will not be

more than twenty-four (24) hours, excluding Saturday, Sunday and legal holidays after the time of the steward/officer's request, unless otherwise mutually agreed to.

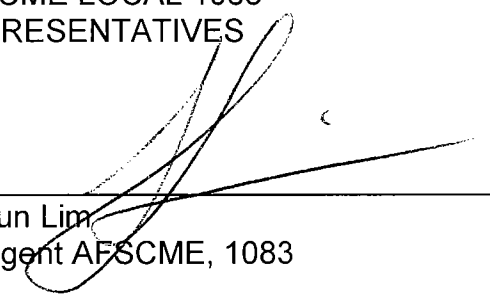
Prior to entering other work locations, the steward/officer shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved, unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward/officer will be informed when the employee will be made available.

Section 4.

Management agrees a steward/officer will not be discriminated against.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

AFSCME LOCAL 1083
REPRESENTATIVES

By 
Jun Lim
Agent AFSCME, 1083

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
William T. Fujioaka
Chief Executive Officer

By 
Irene Hernandez-Blair
President

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
AGRICULTURAL WEIGHTS & MEASURES INSPECTORS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING made and entered into this 12th day of
November, 2013,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as "Management") of
the County of Los Angeles (hereinafter referred
to as "County"),

AND

LOCAL 830, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, (hereinafter referred to as
"LOCAL 830, AFSCME" or "AFSCME", or
"UNION").

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ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, AFSCME, Local 830, was certified on January 2, 1970, by County's Employee Relations Commission (Employee Relations Commission File No. R-49-69) as the majority representative of County employees in the Agricultural Weights & Measures Inspectors Employee Representation Unit (hereinafter the "Unit") previously found to be appropriate by said Employee Relations Commission. Management hereby recognizes AFSCME as the certified majority representative of the employees in said Unit. The term "employee" or "employees" as used herein shall refer only to employees employed by County in the classification listed in Article 7, SALARIES and any classifications which may be added hereafter by the Employee Relations Commission.

Notwithstanding the above, if exclusive representation is agreed upon between AFSCME and Management, it will also apply in this representation Unit.

ARTICLE 2 PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to County's Board of Supervisors.

ARTICLE 3 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding;
- B. Enacts necessary amendments to the County Code, required to implement the full provisions hereof; and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

Implementation shall be effective as of the date of ratification by the Board of Supervisors. If the parties do not mutually agree to implement appropriate provisions of this Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, IMPLEMENTATION, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on October 1, 2013. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on September 30, 2015.

ARTICLE 5 RENEGOTIATIONSection 1. Calendar of Negotiations

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period from April 1, 2011 through May 15, 2015, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than June 15, 2015.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 30 days after such receipt or June 1, 2015, whichever is later. An impasse concerning the matters under negotiations shall be declared automatically if full and entire agreement on the terms of a successor Memorandum of Understanding is not reached by August 31, 2015, unless the parties mutually agree to continue negotiations.

ARTICLE 6 NON-DISCRIMINATION

The parties mutually recognize and agree to protect the rights of all employees covered hereby to join and participate in the activities of AFSCME Local 830 and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions, affiliations, or handicapped status.

ARTICLE 7 SALARIES

Section 1 Recommended Salary Adjustment

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit effective on the dates indicated:

ITEM NO	ITEM CLASSIFICATION	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE	MAXIMUM RATE
0012	AGRICULTURAL INSPECTOR III	CURRENT	NM	83A	3977.00	5216.00
		10/01/2013	NM	83J	4056.27	5320.00
		10/01/2014	NM	84F	4136.91	5425.82
		04/01/2015	NM	85C	4218.91	5533.45
0004	AGRICULTURAL INSPECTOR AID	CURRENT	NM	61E	2224.18	2913.00
		10/01/2013	NM	62B	2268.82	2969.36
		10/01/2014	NM	62K	2315.36	3028.27
		04/01/2015	NM	63G	2361.91	3087.73
0007	AGRIC/WEIGHTS & MEAS INSPECTOR I	CURRENT	N2M	78A	3669.00	4554.00
		10/01/2013	N2M	78J	3742.45	4644.91
		10/01/2014	N2M	79F	3816.36	4737.64
		04/01/2015	N2M	80C	3891.09	4832.00
0009	AGRIC/WEIGHTS & MEAS INSPECTOR II	CURRENT	NM	82A	3872.00	5076.00
		10/01/2013	NM	82J	3948.36	5177.82
		10/01/2014	NM	83F	4026.55	5281.00
		04/01/2015	NM	84C	4106.36	5385.73
0011	AGRIC/WEIGHTS & MEAS INSPECTOR III	CURRENT	NM	86A	4313.00	5657.00
		10/01/2013	NM	86J	4399.55	5770.45
		10/01/2014	NM	87F	4487.45	5885.73
		04/01/2015	NM	88C	4576.73	6002.82
0005	ASSOC AGRIC/WGHTS & MEAS INSPECTOR	CURRENT		F		3223.83
		10/01/2013		F		3288.31
		10/01/2014		F		3354.08
		04/01/2015		F		3421.16

Section 2. Step Advances

a. Full-time permanent employees in this unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

b. If no performance review is filed as defined in a. above or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph a. above, the employee may request his/her department in writing to issue a Performance Evaluation. The department head shall issue a performance evaluation within five days of the employee's request. If said Evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

c. Grievances arising out of this section shall be processed as follows:

(1) Where no Performance Evaluation has been issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human Resources. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the

grievance is filed with the Department of Human Resources, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

- (2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources, and said Performance

Evaluation is competent or better; the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

- (3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from department head decision shall be processed in accordance with Civil Service Rules.

- d. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impacts the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3.

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 4. Reimbursement - Required Books

The parties agree jointly to recommend to the Board of Supervisors that employees in this Unit be reimbursed for the cost of required books used under provisions of the Tuition Reimbursement Program.

ARTICLE 8 OVERTIMESection 1. Compensation

The parties agree to jointly recommend to the County's Board of Supervisors that overtime shall be compensated as follows:

Non-Exempt Employees

The County will pay overtime for all hours worked in excess of forty (40) in one week. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. 201, et seq. Hours worked do not include time for which persons are compensated but do not actually work, including but not limited to, sick leave, and vacation pay with the exception that those hours paid during a work week for a regular County holiday will be counted in calculating hours worked for overtime purposes.

The County will pay employees for any overtime worked at a rate of one and one-half times his/her regular rate of pay. Regular rate of pay shall be calculated as provided for by the Fair Labor Standards Act.

CTO accrued between October 1, 1993, and June 30, 1994, shall be taken off only at the request of the employee. On or after August 1, 1995, at the employee's option, time "on the books" which was accrued between October 1, 1993, through June 30, 1994, may continue to be taken as time off, subject to management approval, or may be converted to pay.

An employee electing payment for any portion of his/her CTO accrual balance may submit a request and, within forty-five (45) days of that request, shall be paid at the rate of pay then in effect for the employee.

Section 2. Saving Clause

If, during the term of this agreement, the Fair Labor Standards Act is delayed by law or is determined not to be applicable to all or any classification of public employees or public agencies through legislation, regulation, or court decision, the overtime provisions of the 1983-85 MOU shall be reincorporated into this MOU and applied in this Unit and any contrary language shall be deleted subsequent to the effective date of such action.

ARTICLE 9 MISCELLANEOUS

Section 1.

- A. Except in cases of emergencies, Management will give ten (10) working days' notice to employees assigned to the Antelope Valley where such assignments will involve reimbursement of living expenses.
- B. For purposes of this article, an emergency is defined as the occurrence of an event over which Departmental Management has no control.

Section 2. Uniforms

- A. The parties agree that each employee in the Unit, with the exception of Subsection D below required by Management to wear a uniform shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:
- One Protective Cap (selected from two options)
 - Five Shirts
 - Five Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
 - One heavy jacket with liner
 - One Tie to be worn for special events only.
 - One Sweater

- B. Management agrees to use its best efforts to replace those uniform articles which become unserviceable due to damage or extreme wear within a reasonable time not to exceed ninety (90) days of the employee's request.
- C. Employees of this bargaining unit shall be permitted to purchase class "A" shirts from the vendor, in lieu of class "B", by paying the difference between the County's price for a class "B" shirt and the County price for a class "A" shirt. Employees of this bargaining unit shall be permitted to purchase one heavy jacket with liner from the vendor, in lieu of one light jacket with liner, by paying the difference between the County's price for a light jacket with liner and the County's price for the heavy jacket with liner.
- D. Those Agricultural Inspector Aids required by Management to wear a uniform shall have issued by the County at no cost to the employee one set of properly and professionally fitted working uniforms as prescribed by Management consisting of:
- One Protective Cap (selected from two options)
 - Five Shirts
 - Five Trousers (two pairs of uniform shorts, issued by the uniform vendor and approved by Management, may be substituted for two pairs of trousers)
 - One heavy jacket with liner

To be issued after the Agricultural Inspector Aid has completed six months of service.

Management agrees to replace those uniform articles which become unserviceable due to damage or extreme wear.

Section 3. Equipment

Management agrees that employees in the Unit will be supplied with equipment required by Management for performance of the job.

Section 4. Evening and Night Shift Differential

Any employee in the unit who is assigned to a regularly established evening or night shift as defined in Los Angeles County Code, shall receive a per hour bonus of \$0.90 for each hour worked during such shift.

Section 5. Certificate Bonus//Training Reimbursement

A. Certification Bonus

Employees in the classifications of Agricultural Inspector I, Agricultural Inspector II and Agricultural Inspector III who possess all five of the Certificates of Eligibility issued by the State of California for Agricultural regulatory work shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classifications of Agricultural/Weights and Measures Inspector I and Agricultural/Weights and Measures Inspector II who possess all five of the Certificates of Eligibility for Agricultural regulatory work and all three Certificates of Eligibility for Weights and Measures regulatory work issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

Employees in the classification of Agricultural/Weights and Measures Inspector III who possess a Deputy Agricultural Commissioner or Deputy Sealer of Weights and Measures license issued by the State of California shall receive a four level bonus in addition to the employee's regular rate of pay upon presentation of proof of possession of said certificates.

B. Training Reimbursement

Employees in the classifications of Agricultural Inspector III (Item 0012), Agricultural/Weights & Measures Inspector I (Item 0007), and Agricultural/Weights & Measures Inspector II (Item 0009) who successfully take and pass the following certification examinations, or their respective subcategory examinations, shall be reimbursed the cost of each such successfully passed examination: Pesticide Regulation; Investigation and Environmental Monitoring; Integrated Pest Management; and Commodity Regulation. The parties also agree that employees in the classification of Agricultural Inspector III (Item 0012) who successfully take and pass the Nursery and Seed Regulation subcategory

examination of the Pest Prevention and Plant Regulation certification examination shall be reimbursed the cost of that subcategory examination.

Additionally, the cost for taking and passing the weights and measures license examinations listed below shall be reimbursed to the employees in the aforementioned classifications.

Weight Verification (Full examination)

Weighing Devices (Subcategory)

Weighmaster (Subcategory)

Measurement Verification (Full examination)

Measuring Devices (Subcategory)

Electric Measuring Devices (Subcategory)

Compressed Gases (Subcategory)

Transaction & Product Verification (Full examination)

Quantity Control of Packaged Commodities (Subcategory)

Petroleum Products (Subcategory)

If, during the term of this Memorandum of Understanding, the State of California changes the certification requirements for agricultural regulatory work, the parties may, at the request of either Management or the Union, re-open negotiations on the terms of this section.

Section 6. Alternative Work Schedule

Employees may request alternative work schedules such as a nine (9) day - 80 hour two week schedule or a four (4) day - 40 hour week schedule. Management will respond to an employee's request within 15 calendar days. Any changes from existing work schedules will be based on the needs of the service as determined by Management. Employees covered by the Fair Labor Standards Act will not be placed on alternative work schedules that mandate the payment of overtime under the Act.

Section 7. Standardization Bonus

Effective July 1, 1992, any employee in the bargaining unit assigned the majority of his/her time to the Standardization Division's Central Market facility, who also reports to that facility, and works a majority of his/her time on standardization duties, shall be paid additional compensation at the rate of twelve dollars and fifty cents (\$12.50) per pay period.

The parties have jointly reviewed all assignments and agree that this and only this assignment deserves special monetary recognition.

Section 8. Shift Separation

If the separation between two proposed shift assignments is less than eight hours, and no emergency situation or employee waiver exists, Management will continue to consider the safety aspects of implementing such proposed shift assignments.

Section 9. Commercial Truck Driver's License Bonus

Any permanent, full-time Agricultural / Weights & Measures Inspector I, II, & III (Item #0007, 0009 and 0011) whose work assignment requires a Commercial Truck Driver's

License shall receive a bonus of 12 levels, effective March 1, 2004. The bonus payment shall end when the Inspector is reassigned and a Commercial Truck Driver's License is no longer required, or when the Inspector fails to qualify for the Commercial Truck Driver's License.

Section 10. Call-Back Pay

Whenever an employee is unexpectedly ordered by his/her department head or designee to return to duty because of unanticipated work requirements, such return to duty shall be deemed to be a call-back if the order to return is given to the employee following termination of his/her normal work shift and departure from his/her work location, and such return occurs within 24 hours before the established starting time of the employee's next regular shift.

Compensation for a call-back shall be as follows: For FLSA Covered Employees, as defined by Section 6.15.010(A), who are authorized for paid overtime, there shall be minimum payment equivalent to four hours' pay at the FLSA overtime rate provided in Section 6.15.070(C), unless a different rate of pay is specifically authorized by the Board of Supervisors.

Unless specifically authorized by the Board of Supervisors, an employee who performs multiple call-backs shall not receive compensation for more than one such call if:

- (1) The second call-back or any call-back subsequent to the second call-back occurs within four hours of the initial call-back;
- (2) The affected employee has actually worked less than a total of four hours as a result of such multiple call-backs.

ARTICLE 10 EMPLOYEE BENEFITS AND PAYROLL

The parties agree that the provisions of the Memoranda of Understanding regarding Fringe Benefits, Mileage, parking, Payroll Procedures and Retirement between the County of Los Angeles and the Coalition of County Unions, AFL-CIO in effect during the term of this agreement shall apply to employees in the Unit.

ARTICLE 11 BULLETIN BOARDS

Management will furnish adequate bulletin board space at the work locations indicated below:

Headquarters
Produce Market
Lomita
South Gate
Sylmar (Olive View)

And at all Field Stations listed below:

LAX

Irwindale

Yucca Street Warehouse

Bonelli Park

Such space will be labeled "Agricultural Inspectors' Union, Local 830." These boards shall be used only for the following subjects:

Prior to posting, approved material shall be initialed by an authorized representative of Local 830, AFSCME, and the Agricultural Commissioner or his/her designated representative.

- A. AFSCME, Local 830 recreational, social and related news bulletins;
- B. Scheduled AFSCME, Local 830 meetings;

- C. Information concerning AFSCME, Local 830 elections or the results thereof;
- D. Reports of official business of AFSCME, Local 830 including reports of committees or the Board of Directors; and
- E. Any other written material which first has been approved by the department or district head.

In cases where AFSCME represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by AFSCME at that work location.

ARTICLE 12 PRODUCTIVITY ENHANCEMENT COMMITTEE

The parties agree that one member of the Department of Agricultural Commissioner Productivity Enhancement Committee shall be filled by members of the Agricultural Weights & Measures Inspectors Employee Representation Unit (821) designated by Local 830, AFSCME. The memberships shall be filled on the effective date and terminate at the close of business on the expiration date of this memorandum of understanding.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance.

Section 2. Definitions

- A. "Grievance" means a complaint by an employee concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor.
- B. "Business Days" means calendar days exclusive of Saturdays, Sundays, legal holidays and days the Department of Agriculture/Weights and Measures administrative office is not open to the public.

Section 3. Responsibilities

- A. Local 830, AFSCME, agrees to encourage an employee to discuss his/her complaint with his/her immediate supervisor, prior to filing a grievance. The immediate supervisor will, upon request of employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

- B. The union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated and the specific remedy requested.

Section 4. Waivers and Time Limits

- A. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.
- B. Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
- C. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
- D. By mutual agreement, the grievance may revert to a prior level for reconsideration.

Section 5. Employee Rights and Restrictions

- A. The employee has the right to representation in the preparation of his/her written grievance, and the right to select any person or organization to represent him/her

in formal grievance meetings. The employee is required to be present at all grievance meetings.

- B. A County employee selected as a representative in a grievance is required to obtain the permission of his/her immediate supervisor to absent himself/herself from his/her duties to attend a grievance meeting.
- C. An employee may present his/her grievance to Management on County time. In scheduling the time, place, and duration of any grievance meeting, both the employee and Management will give due consideration to the duties each has in the essential operations of the department.

Section 6. The Parties' Rights and Restrictions

- A. Only a person selected by the employee and made known to Management prior to a scheduled formal grievance meeting shall have the right to represent or advocate as an employee's representative.
- B. If the employee elects to be represented in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
- C. The certified employee representative of the employee's representation unit has the right to be present at any formal grievance meeting concerning a grievance

that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding. Management shall notify Local 830, AFSCME of any grievance involving the terms and conditions of this Memorandum.

- D. If the certified employee representative elects to attend any formal grievance meeting, he/she must inform departmental Management prior to such meeting. The department may also designate a Management representative to be present at such meeting.

Section 7. Procedure

Step 1. Immediate Supervisor

1. Within ten business days from the occurrence of the matter on which a complaint is based, or within ten business days from his/her knowledge of such occurrence an employee shall file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy he/she requests. The employee shall submit two copies to his/her immediate supervisor and retain the third copy.
2. Within five business days, the immediate supervisor shall give his/her decision in writing to the employee on the original copy of the grievance.

Step 2. Bureau Chief

1. Within five business days from his/her receipt of the supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Bureau Chief or his/her designated representative. The Bureau Chief shall discuss the grievance with the supervisor concerned and the employee before a decision is reached by him/her.
2. Within five business days from receipt of the grievance, the Bureau Chief shall give a written decision to the employee using the original copy of the grievance.

Step 3. Agricultural Commissioner/Director of Weights & Measures

1. Within five business days from his/her receipt of the decision at Step 2, the employee may appeal to the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative using the original copy of the grievance.
2. Within ten business days from the receipt of the employee's grievance, the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, meet with the parties involved and give a written decision to the employee.

3. If the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative fails to give a decision within the specified time limit, the Union shall have the option of referring a grievance alleging a violation of the negotiated agreement between the parties to arbitration.
4. On matters that do not directly concern or involve the interpretation or application of the specific terms and provisions of the Memorandum of Understanding, the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative shall be final.

Section 8. Arbitration

- A. Within ten days from the receipt of the written decision of the Agricultural Commissioner/Director of Weights & Measures or his/her designated representative Local 830; AFSCME may request that the grievance be submitted to arbitration as provided for hereinafter.
- B. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 1. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's

Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

2. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which the Commission has established procedures or processes by which employees or employee organization may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reduction, and discrimination; nor
3. The interpretation, application, merits or legality of the rules or regulations of the Agricultural Commissioner/Director of Weights & Measures, Chief Administrative Office or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

- C. In the event the Union desires to request that a grievance, which meets the requirement of Paragraph B hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Chief Executive Officer and to the County Agricultural Commissioner/ Director of Weights and Measures or officer affected, which written request shall:
1. Set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration; and
 2. Request that said Employee Relations Commission, pursuant to its applicable Rules and Regulation, appoint an arbitrator for the purpose of conducting arbitration concerning such grievance as provided for herein.
- D. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood and

agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

- E. Prior to a hearing by an arbitrator, a representative of the County and the Union shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.
- F. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
- G. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision award shall be binding upon the County. If within 60 days of receiving notice of decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The

Union may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.

- H. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Recognition
- Purpose
- Implementation
- Term
- Renegotiation
- Discrimination
- Safety and Health
- Payroll Deduction and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 14 GRIEVANCES - GENERAL IN CHARACTER

In order to provide an effective mechanism whereby disagreements between AFSCME, Local 830, and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the unit may be effectively resolved, the following procedures are agreed upon:

- A. Within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from its knowledge of such an occurrence where AFSCME, Local 830, has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, AFSCME, Local 830 may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Officer. Such written request shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request of such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreements.

- B. Within ten (10) business days of such meeting, and in the event the matter is not satisfactorily resolved. Local 830, AFSCME shall have the right to meet with the

Principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter or their authorized representatives including the Chief Executive Officer or his/her authorized representative.

- C. Within ten (10) business days after the meeting provided in (B) above, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of the Arbitration, Section 8 of Article 13 Grievance Procedure, the disagreement may be submitted to arbitration in accordance with the provisions of Section 8 that Article 13 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 13 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of employees in the Unit, as distinguished from the right of individual employees.

Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees, and otherwise processed through the grievance procedures set forth in Article 13.

ARTICLE 15 EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 8, Arbitration, of Article 13, Grievance Procedure, and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.
 - B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of

the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Chief Administrative Office, or any other County department, agency, or commission, unless the arbitrator, in his/her discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted flat daily rate. The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) no stenographic record of the hearing will be made, 2) there will be no representation by counsel, and 3) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his/her selection, and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within sixty (60) days of receiving notice of a decision and award

requiring legislative action by the Board of Supervisors, such legislative action is not taken; the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Recognition
- Non-Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 16 STEWARDS AND UNION OFFICERS

It is agreed and understood by the parties of the Memorandum of Understanding that there shall not be more than seven (7) stewards within the representation unit as herein defined. Local 830, AFSCME shall give to the Agricultural Commissioner/Director of Weights & Measures of the County of Los Angeles a written list of the names of employees selected as stewards, which list shall be kept current by Local 830, AFSCME. Only those employees designated as authorized stewards will be recognized by the department.

Local 830, AFSCME, agrees, whenever investigation of processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Local 830, AFSCME representatives, when leaving their work locations to transact such investigations or processing shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the steward will be informed when time will be made available. Such time will not be more than twenty-four (24) hours, excluding Saturday, Sunday, and legal holidays, after the time of the steward's request, unless otherwise mutually agreed.

Prior to entering other work locations, a steward shall inform the cognizant supervisor of the nature of his/her business. Permission to leave the job will be granted to the employee involved unless such absence would cause an undue interruption of work. If the employee cannot be made available, the steward will be informed when the employee will be made available.

Local 830, AFSCME agrees that a steward shall not log compensatory or premium pay time for the time spent performing any function of a steward. The steward shall perform the aforementioned duties without loss of pay.

ARTICLE 17 WORK ACCESS

Authorized Local 830, AFSCME representatives may be given access to work locations during working hours to conduct grievance investigations and observe working conditions.

Local 830, AFSCME representatives desiring access to a work location hereunder shall state the purpose of his/her visit and request the Agricultural Commissioner/Director of Weights & Measures' authorization at least twenty-four (24) hours before the intended visit unless the parties mutually agree to waive notice.

Local 830, AFSCME shall give the Agricultural Commissioner/Director of Weights & Measures a written list of all authorized representatives which list shall be kept current by the Union. Access to work locations will only be granted to representatives on the current list.

ARTICLE 18 EMPLOYEE PAYCHECK ERRORSA. Underpayments

1. If an underpayment of 10% of base monthly pay (5% of base monthly pay if paid twice a month) or \$100, whichever is least, occurs in an employee's paycheck, a paycheck correction may be requested. Such request must be made to the appointing authority within two business days after receipt of the warrant. Otherwise, the correction shall be made in the next regularly issued warrant.
2. The Auditor-Controller will issue a corrected or supplemental warrant within three working days after receiving the request from the appointing authority.
3. Changes in salary resulting from step advances or changes in status are excluded from amounts which constitute paycheck errors for purposes of this Article.

B. Overpayments

1. Employees will be notified prior to the recovery of overpayments.
2. Recovery of more than 15% of net pay will be subject to a repayment schedule established by the appointing authority under guidelines issued by the Auditor-Controller. Such recovery shall not exceed 15% per month of disposable income (as defined by State law), except, however, that a mutually agreed-upon acceleration provision may permit faster recovery.

ARTICLE 19 PERSONNEL FILES

An employee, or his/her certified representative with the written consent of the employee, may inspect that employee's personnel file with the exception of all material obtained from other employers and agencies at the time that employee was hired.

An employee shall be advised of, and entitled to receive and read, any written statement by the employee's supervisor or departmental management regarding his/her work performance or conduct if such statement is to be placed in his/her personnel file. The employee shall acknowledge that they have read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed but does not necessarily indicate agreement with its content.

If the employee refuses to sign, the supervisor shall note his/her refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

The employee may file a grievance regarding any such document within the prescribed time limits of the grievance procedure. If the employee fails to file a grievance within the designated time limits, the document becomes part of the official file. If the employee does file a grievance within the designated time limits, said document would not be placed in the official file until the grievance procedure or civil service appeal rights have

been exhausted. Grievances filed under this provision shall not be subject to the Arbitration provisions of the Grievance Procedure unless they involve violation of a specific provision of this agreement.

Management agrees that no properly used full paid sick leave used in the twelve months immediately prior to an Appraisal of Promotability or a Performance Evaluation will be referenced on such forms.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than one year prior placed in an envelope and sealed in his/her personnel file except as such may be a part of an official permanent record. On the face of the sealed envelope it shall read "The contents herein shall be disclosed only upon written consent of the subject employee or by subpoena or other legal process from a public body of competent jurisdiction." The date the contents of the sealed envelope will be destroyed shall also appear on the face of the envelope. That date shall be two (2) years from the date of issue of the documents in the sealed envelope.

On reviewing his/her personnel file, an employee may request and have any written warnings issued more than two years prior removed from his/her personnel file except as such may be a part of an official permanent record.

Employees may review their personnel files while on work time.

ARTICLE 20 PAYROLL DEDUCTIONS AND DUESSection 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deduction be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employee in the unit who has authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deductions made by the County during the term of this agreement. Any employee in the unit may terminate such Union dues deductions during the period December 16 through December 30, in each year of this MOU by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the employee's name, employee number, job classification, department name and name of Union from which dues deductions are to be canceled.

Section 3. Agency Shop Election

If, at any time during the term of this Memorandum of Understanding, 30 percent of the employees represented by this Bargaining Unit sign a petition to request an agency shop agreement, the Union shall have the right to conduct a secret ballot election at any time during the term of the Memorandum of Understanding to determine whether a majority of the employees in the Bargaining Unit, who vote, are in favor of an agency fee agreement as provided in G.C. 3502.5.

This election shall be administered by the Employee Relations Commission. The Employee Relations Commission shall notify the County and the Union of the results of the election. The Union shall be responsible for the cost of the election.

If a majority of the employees in the Bargaining Unit who cast ballots, vote in favor of an agency shop fee, the Union shall notify the County of its intent to implement an agency shop agreement. Immediately, thereafter, the Union shall notify all employees in the Bargaining Unit that they will be required, as a condition of continued employment, either to join the Union, or to pay the Union a service fee as provided in G.C. 3502.5(a).

If a majority of the employees in the Bargaining Unit, who vote, do not vote in favor of agency shop, the MOU provisions of maintenance of membership set forth in Section 2 shall apply for the term of this MOU.

Section 4. Agency Shop

If a majority of those employees voting, vote in favor of agency shop, then the following provisions shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term, "Agency Shop," means that every employee represented by this Bargaining Unit shall as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop fee to a non-labor, non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall in lieu of periodic dues or Fair Share dues, pay sums equal to Agency Shop Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such funds shall be paid through payroll deductions to eligible charitable agencies available through the Los Angeles County Charitable Giving Program.

C. Agency Shop Unit

It is mutually agreed by the parties that this Unit is an agency shop Unit. It is the intent of the parties that agency shop provisions in the Memorandum of Understanding comply with applicable state law (Government Code Section 3502.5).

D. Rescission

It is mutually agreed by the parties that the agency shop provisions in this Memorandum of Understanding may be rescinded by a majority vote of all the employees represented by this Bargaining Unit under procedures established by the Employee Relations Commission. In the event such agency shop provisions are rescinded, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this Memorandum of Understanding.

E. Union Responsibilities - Hudson Notice

The Union agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member agency fee payers to meaningfully challenge the propriety of the use of agency fees as provided in Chicago Teachers Union, Local No. 1, AFL-CIO et al. v. Hudson, 106 S. Ct. 1066 (1986). Such notice and procedure shall be provided to non-member agency fee payers for each year that the agency shop agreement is in effect.

F. Implementation

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Article, shall be provided, through the employee's department, a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. Employee Lists

Section 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 7, Salaries. Such master list may be furnished by management when requested by Local 830 no more than four (4) times a year. Local 830 is entitled to one list at no charge each year of the agreement. Local 830 shall pay to the County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing.

Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 830 with the first master list without charge.

Upon Local 830's request the County will provide the master list in computer tape format following Local 830's payment to the County of an initial \$500.00 programming fee.

Section 2.

Upon payment of initial programming costs and monthly maintenance cost as determined by the Auditor-Controller, Management shall provide the Union with access to employee lists via Internet on a monthly basis. The Auditor-Controller will furnish AFSCME Local 830 with a monthly list of employees in the Bargaining Unit. The employee list shall contain the name, employee number, classification title, item number, item sub, item step salary rate, department, time base, work

location, latest hire date and job appointment date of all employees who enter the Bargaining Unit and who are covered by this Memorandum of Understanding.

If the Union elects to utilize Section 2 of this Article, Section 1 will no longer be applicable and will sunset with the expiration of this MOU.

H. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 21 SAFETYSection 1.

It is the duty of Management to make every reasonable effort to provide and maintain a safe place of employment. Management agrees to assign a Safety manual to each member of the bargaining unit. Said manual to remain in the Inspector's possession for the term of his/her employment as an Inspector. Local 830, AFSCME, will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, or conditions to their immediate supervisors. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee has the right to submit the matter in writing either personally or through his/her steward to the departmental safety officer.

On any matter of safety that is not resolved by the safety officer within a reasonable period of time, the steward may confer with the safety officer who will respond in writing.

If the steward is not satisfied with the response of the safety officer, a Local 830/AFSCME agent may consult with the Chief of the Workers' Compensation and Occupational Health Branch of the Chief Administrative Office or his/her designate. A representative of such branch shall investigate the matter and advise the department head and Local 830, AFSCME of his/her findings, and recommendations, if any.

A copy of the minutes for any Safety committee meeting will be made available to an authorized, designated Local 830 Steward upon request, excluding matters of a personal or confidential nature regarding an individual. Local 830 agrees that all other matters contained in said minutes shall be treated in a confidential manner by the Steward designated to receive them.

Section 2. How Am I Driving Complaints

An employee in this bargaining unit may request to have How Am I Driving Complaints more than two (2) years old removed, at Management's discretion, from his/her Employee Accident File (EAF) Upon receiving said requests, Management shall review the request and assess whether removal is appropriate. The Managerial assessment shall entail a review of the employee's EAF covering the period of time from when the complaint was originally placed in the EAF up to and including the date the request for removal by the employee was filed with Management. The Department shall provide the employee with a written response regarding requests for removals that are granted or denied.

ARTICLE 22 CHANGE OF ASSIGNMENT

Permanent full-time employees in the unit who received at least a competent rating on their last performance evaluation may submit a written request for a new assignment to their department's human resource office.

Requests filed hereunder shall be valid for the period of this Memorandum of Understanding or for one (1) year from the date of filing, whichever comes earlier, and must be renewed prior to the anniversary date of the original request if the employee still desires to be considered for a new assignment beyond that date.

Management may, at its discretion, deny an employee's request for reassignment, where said employee has been reassigned in accordance with the procedure contained hereunder within a twelve (12) month period.

When Management decides to fill a vacancy by assigning a current employee to such vacancy, Management shall review the requests for new assignments currently on file. Management will then select one of the three (3) most senior employees who has the qualifications, skill and ability to competently perform the requirements of the vacancy without additional training. The vacated position of the newly assigned employee shall be filled according to this procedure. Thereafter, vacancies shall be filled at the discretion of Management.

It is understood that this Article does not modify Management's right to promote an employee whenever a vacancy occurs.

For the purposes of this Article, seniority shall be defined as the total amount of continuous service within the Department.

During emergencies or when vacancies occur as a result of opening new facilities, the provisions of this Article shall not apply.

ARTICLE 23 OUT-OF-CLASS ASSIGNMENTS

Section 1. Definitions

- A. For the purpose of this article, an out-of-class assignment is the full time performance of all the significant duties of an allocated, vacant, funded position in one class by an individual in another class.
- B. The amount of the bonus shall be two standard salary schedules and shall not constitute a base rate. When a class is compensated on a flat rate, the amount of the bonus shall not exceed 5% of the base rate. Where the difference between rates of the employee class and the out-of-class assignment is less than the above bonus the employee shall receive the rate for the higher class. This bonus is paid for each 30 calendar days the employee performs an out-of-class assignment, subject to the conditions described below. This bonus shall not be prorated.

Section 2. Conditions

If an employee is assigned to an out-of-class assignment for more than 20 consecutive working days, management shall upon the employee's or union's written request for relief either:

appoint the employee according to Civil Service Rules. If the person is appointed within 30 calendar days from the date of request for relief, no bonus under this article is to be paid;

return the employee to an assignment in his/her/her own class. If such return is made within 30 calendar days of the request for relief, no bonus under this article is to be paid; or

pay the employee the bonus for each 30 calendar days, from the date of request for relief; he/she performs the out-of-class assignment.

This bonus is not applicable to persons employed on a temporary, recurrent, or less than full time basis.

Section 3. Special Provisions

- A. Nothing herein shall be construed to limit the authority of management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However such assignment shall not extend beyond the period of such emergency.

- B. Nothing in this article shall be construed as limiting management's authority to make temporary incidental assignments on higher rated classifications work, or to assign employees out-of-class for the purpose of training without any additional compensation for the duration of such training. Written confirmation of such assignment will be placed in the employee's personnel file upon request of the employee.

- C. It is agreed that the provisions of this article will be applied within departments and districts within the County and is not intended to apply across departmental organizational units.
- D. Upon the employee's written request a written confirmation of his/her out-of-class assignment shall be placed in the employees personnel file after completion of the out-of-class assignment. A copy will be provided to the employee.
- E. Grievances filed under this article may be filed under the expedited arbitration procedure set forth in this MOU.

ARTICLE 24 ALTERNATIVES TO LAYOFFSSection 1. Board Policy on Work Force Reductions

It is the intent of the parties that during the term of this MOU to comply with the June 21 and April 4, 1995, Board policy on workforce reductions.

If the County determines that workforce reductions are necessary, it will reduce to the greatest extent feasible the planned number of County personnel to be demoted or laid off by:

- a) discontinuing non-County contracted temporary personnel (Government Code Section 31000 et seq.) who perform functions comparable to County positions subject to demotion or layoff, and
- b) take other action appropriate to mitigate the adverse impact on workforce reductions on permanent employees.

Permanent or temporary County employees laid off will not be replaced by a contract employee.

Section 2. Department of Human Resources

The Department of Human Resources shall coordinate with Departmental management to implement Board Policy on workforce reductions on a County-wide basis and enhance the County's on-going efforts to find alternative placement for employees

subject to layoff or demotion due to workforce reductions. Management shall factor in attrition, implement transfers of qualified employees to available vacancies, recommend to the Board and/or CAO to reduce or discontinue departmental personnel services contracts, and allow voluntary demotions before laying off any members of a bargaining unit.

Section 3. Notice Provisions for Layoffs and Demotions

To the greatest extent feasible the Department of Human Resources and/or Department Management will give ten (10) business days notice prior to any layoff, demotion, or involuntary transfer of a permanent County employee.

ARTICLE 25 CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event that County enters into any agreement with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation unit or the law provides for the transfer of functions now being performed by employees in this Unit to another public or private agency, the County will advise such public or private entity of the existence and terms of this Memorandum of Understanding and will immediately advise the Union of such agreement or law. In addition, the County will consult with the employer absorbing a County function to encourage utilization of affected employees by the new employer. When a Request For Proposal or other contract solicitation documents are approved and issued, the Employee Relations Division of the Chief Administrative Office will arrange to meet with representatives of the Union to advise them of this action within five (5) business days.

When advance knowledge of the impact of pending changes in function, organization, or operations is available which will result in the abolishment of positions or when there is any major reassignment of functions from one department to another or to another agency, Management will make an intensive effort to either reassign or transfer affected employees to other positions for which they qualify, or train affected employees for new positions in order to retain their services. It is understood and agreed that Management shall have no obligation to negotiate the decision of any reorganization by the County during the life of this agreement. Management acknowledges an obligation to negotiate

the impact on wages, hours and working conditions of the employees in this bargaining unit insofar as such subjects have not already been negotiated.

ARTICLE 26 LEAVE OF ABSENCE

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's department head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time permanent employee who becomes disabled as a result of pregnancy, which disability prevents her from performing the duties of her position. Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time permanent employee disabled as a result of pregnancy, which

disability prevents her from performing the duties of her position as certified by her physician, may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Jury Duty and Witness Leave

During the time an employee is actually reporting to the Court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the department head or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday, day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to his/her regular pay provided he deposits his/her fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his/her presence as a witness, unless he is a party or an expert witness, he shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

Section 5. Family Leave

- A. The parties agreed that employees covered by this Memorandum of Understanding are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability.

Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the county Family Leave Policy.

- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

ARTICLE 27 OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither Local 830, AFSCME nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 28 FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. This Article is not intended to negate or eliminate past practice as a factor establishing agreement in practice between the parties.
- B. It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term. It is recognized that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit. Where Management finds it necessary to make such change, it shall notify Local 830, AFSCME indicating the proposed change prior to its implementation. Nothing herein shall limit the authority of Management to make necessary changes during emergencies or when required to do so by law. Management shall notify Local 830, AFSCME of changes resulting from emergent or legal requirements as soon as practicable. Local 830, AFSCME shall notify Management within five working days from the receipt of such notice if it desires to consult with Management. Nothing contained herein shall prevent the Union from grieving the effect of such change in accordance with the Grievance Procedure contained herein. Failure by Local

830, AFSCME to request consultation, pursuant to this paragraph, shall not be deemed as approval of any action taken by the County.

- C. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Memorandum of Understanding.
- D. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.
- E. The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 29 STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the Union, and no lockouts shall be made by the County.

In the event any employees covered by this agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 30 PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State and County laws, ordinances and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State or local law or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

ARTICLE 31 MANAGEMENTS RIGHTS

It is the exclusive right of the County to determine the mission of each of its constituent departments, boards, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty, as for example by work furlough, because of lack of work or for other legitimate reasons, and determine the methods, means and personnel by which the County's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 32 PRODUCTIVITY/WELLNESS

Should Management wish to develop wellness programs in accordance with the Fringe Benefits MOU, participation by employees shall be strictly voluntary, with no financial or other penalty resulting to employees who do not participate. Management shall also include provisions in any such program for handicapped employees.

ARTICLE 33 TRAINING

Management recognizes the advantage of continued education for employees in this Unit and will give reasonable consideration to employee requests for participation in available work-related educational programs, seminars, professional conferences and professional meetings on County time.

Considering the operational needs of the Department and the development needs of the employees, Management will distribute, as equitably as possible among all employees in the same job assignment, paid County time to attend conferences, workshop, seminars, or symposiums, when and if Management provides paid County time to any such employees in such assignment.

The Department Head, or whomever he delegates, will determine the need, kind, amount and timeliness of training to be provided to Unit members, and which of these persons will attend approved training programs.

ARTICLE 34 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or his/her duly authorized representative (Address: 222 North Grand Avenue, Los Angeles, California 90012; Telephone: (213) 974-2404), except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. The Union's principal authorized agent shall be Local 830, AFSCME. (Address: 514 Shatto Place, 3rd Floor, Los Angeles, CA 90020, Telephone (213) 487-9887.)

ARTICLE 35 ASSIGNMENT OF ADDITIONAL RESPONSIBILITIES

Any permanent, full-time employee shall be entitled to additional compensation equivalent to two standard salary schedules for the performance of additional responsibilities of a higher level which are assigned or approved by the Department Head or designated Management representative and approved by the Chief Administrative Office.

Within ten (10) business days, the Department shall notify an employee in writing of the approval or denial of his/her written request for the additional responsibilities bonus.

To qualify for this additional compensation, a full-time, permanent employee must either perform significant duties of a higher level class or be assigned a special project or assignment which requires the performance of additional duties and carries additional responsibilities beyond those typically assigned to the employee's class. The assignment of additional duties normally performed by incumbents of the employee's class shall not qualify for this additional compensation.

This additional compensation shall begin on the first day the additional responsibilities are assigned by Management and performed by the employee and shall end on the day the additional responsibilities are no longer performed. Management shall notify the employee of the termination of any assignment for which he or she qualifies for the additional responsibilities bonus.

In no event shall an employee receive compensation pursuant to this Section and receive the out-of-class bonus pursuant to Article 23 for the same assignment.

The additional compensation provided in this Article shall not constitute a base rate.

ARTICLE 36GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provisions of Article 13, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 13, Section 8, can be submitted to grievance mediation. Both AFSCME Local 830 and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either Management or AFSCME Local 830 may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties.

Any final settlement of the grievance shall be reduced to writing and signed by Management, AFSCME Local 830, and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposals or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 37BU 821 JOINT LABOR-MANAGEMENT COMMITTEE

The parties agree to establish a Joint Labor-Management Committee to consult on issues of mutual concern specifically pertaining to unit members in accordance with Employee Relations Ordinance 5.04.090.

The Committee shall be limited to a total of eight (8) members, unless the parties mutually agree otherwise. Four (4) members shall be appointed by Management and a total of four (4) unit members appointed by the Union shall make up the committee.

During the term of this MOU, the Joint Labor-Management Committee shall meet, upon request of either party, at mutually agreeable times and locations and shall commence within thirty (30) days of the ratification of the contract. If the meeting must be cancelled or postponed by either party, every effort will be made to immediately reschedule the meeting to a date and time agreeable to both parties.

Both the Union and Management must mutually agree to the scheduling of any committee meeting which is not a regularly scheduled quarterly meeting.

Meetings shall be on County time for employees who are scheduled to work on scheduled meeting dates. Employees not scheduled to work on scheduled meeting dates shall not be compensated but may attend scheduled meetings.

The parties agree that the Committee may make advisory recommendations to Management for consideration. The parties further agree that the provisions of this Article shall not be subject to any appeal of administrative review including Grievances or Arbitration.

ARTICLE 38 CONSULT

Upon request, County Management agrees to meet with representatives of AFSCME Local 830 for the sole purpose of consultation when conducting classification studies which could result in erosion of this bargaining unit. All matters affecting employee relations, including those that are not subject to negotiations are subject to consultation prior to effecting basic changes in any rule or procedures affecting employee relations. Every reasonable effort shall be made to have such consultation prior to effecting basic changes in any rule or procedure affecting employee relations.

ARTICLE 39 EMPLOYEE LISTSection 1.

The master list is a list of the names and payroll locations of all employees in the classifications comprising this unit as listed in Article 7, Salaries. Such master list may be furnished by management when requested by Local 830 no more than four (4) times a year. Local 830 is entitled to one list at no charge each year of the agreement. Local 830 shall pay to the County \$100.00 for each additional master list furnished by the County. Such payment shall be due and payable within 30 days from the date of billing.

Within 30 days from the effective date of this Memorandum of Understanding, Management shall provide Local 830 with the first master list without charge. Upon Local 830's request, the County will provide the master list in computer tape format following Local 830's payment to the County of an initial \$500.00 programming fee.

Section 2.

Management will supply to employees newly hired or transferred into the Unit a package supplied by AFSCME Local 830 which will advise such employees that AFSCME Local 830 is the certified majority representative of the Unit.

ARTICLE 40 NEW EMPLOYEE ORIENTATION

Subject to prior approval of the Department Head, AFSCME Local 830 representatives shall participate in new employee orientation for the sole purpose of providing employee information regarding Union membership. Department scheduled new employee orientations shall not be rescheduled or delayed for any reason. Human Resource staff shall provide Union provided packages to new employees in lieu of Local 830's participation in scheduled new employee orientations.

This Article shall be subject to advisory arbitration.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 36

By 
EXECUTIVE DIRECTOR
AFSCME Council 36

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
WILLIAM T FUJIOKA
Chief Executive Officer